

# AGREEMENT

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DEPT. OF LABOR STANDARDS  
BOSTON OFFICE

between the

**BRICKLAYERS AND ALLIED CRAFTMEN  
LOCAL UNION NO. 3**

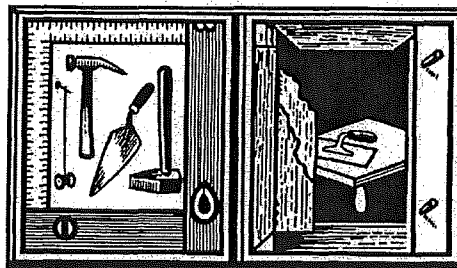
**CENTRAL MASSACHUSETTS**

## CHAPTERS

**FOXBORO  
LOWELL  
WORCESTER**

and

**THE MASON CONTRACTORS ASSOCIATION  
OF MASSACHUSETTS**



**EFFECTIVE: SEPTEMBER 1, 2012  
EXPIRES: AUGUST 31, 2017**

## **Bricklayers & Allied Craftsmen Local 3**

### **Massachusetts**

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**Charles Raso, President/Secretary-Treasurer**

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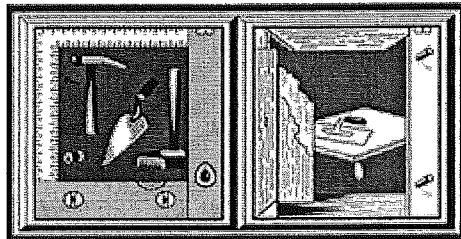
### **Field Representative**

**Joseph Grenham**  
Lowell, Worcester  
Foxboro Chapters

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# **IMPORTANT**

**BAC LOCAL 3  
WAGE RATES  
ARE SUBJECT TO  
CHANGES AND MODIFICATIONS**



**KINDLY CONTACT THE LOCAL 3 OFFICE FOR CURRENT  
WAGE RATES  
and  
FRINGE BENEFIT RATES**

**Telephone: (617) 242-5500**

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Agreement made this 1st day of September 2012 between the Mason Contractors Association of Massachusetts, Inc. on behalf of such members as may from time to time authorize the same to be done, and the Employers who assent to its provisions of signature thereto, herein known as the Employer, and the Bricklayers and Allied Craftsmen Local 3 of Central Massachusetts - Worcester Chapter, Foxboro Chapter, and Lowell Chapter; known as the Union. A current list of members of the Association who have so authorized will be furnished to the Union upon signing the Agreement and is attached hereto and marked "Schedule A". The Association shall provide the Union with additions to "Schedule A" during the term of this Agreement. The Union may for good cause object to any such additions.

## **SEVERABILITY**

It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision or provisions of this Agreement be determined to be contrary to any such State or Federal statute, then such provision or provisions shall continue in effect only to the extent permitted and all other provisions of the Agreement shall remain in force and effect. In the event that any provision or provisions are finally determined to be invalid, the parties shall meet without delay for the purpose of determining substitute provisions which comply with all applicable Federal and State statutes and which accomplishes the same purpose, or substantially the same purpose, as the provisions declared invalid. Said substitute provisions shall thereupon be incorporated in this Agreement in lieu of the provisions declared to be invalid.

## **ARTICLE I-A**

### **Object**

In order to insure the public against conditions of the past, to prevent strikes or lockouts and to insure a peaceable adjustment and settlement of any and all disputes and differences that may arise between any of the parties to this Agreement without stoppage of work, and to bring about as near as possible at this time uniform conditions that will tend to stabilize and encourage Union construction, alteration and repair of buildings, both parties have entered this Agreement.

## **ARTICLE I-B**

### **Definitions**

The following words and phrases shall have the meaning specified below, unless a different meaning is plainly required by the context:

- a) "Employee" shall mean all common law Employees of any Employer who are employed to do the actual work or the supervision, as specified in Article III, Section 9 which is within the craft jurisdiction described in Article XVI and Article XIX of the Collective Bargaining Agreement.

- b) "Employer" shall mean any member of the Association listed on the "Schedule A" attached hereto, any other member joining any of the Associations who assents to the provisions of this Agreement and any other person, corporation or other business entity that assents to the provisions of this Agreement by execution of an Independent Agreement.
- c) Whenever any words in this Agreement are used in masculine gender, they shall be construed as though they are used in the feminine or neutral gender in all situations where they would so apply.

## **ARTICLE I-C**

### **Work Preservation**

- a) In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows. Starting September 1, 1995, if and when the Employer performs any job site construction work of the type covered by this Agreement, under its own name or under the name of another as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises directly or indirectly (such as through family members), a significant degree of ownership, management or control, the terms and conditions of this Agreement shall be applicable to such work.
- b) All charges of violations of Paragraph a) of this Section shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in Article XV of this Agreement. As a remedy for violations of this Section, the arbitrator (or arbitration body) provided for in Article XV is empowered at the request of the Union, to require an Employer to: (1) pay to affected Employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such Employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section, nor does it make the same or other remedies unavailable to this Union for violations of other sections or other articles of this Agreement.
- c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with sub-section b) above, or to successfully define any action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund Trustees, plus costs of the litigation, which have resulted from the bringing of such court action.

## **ARTICLE I-D**

Should any provisions of this Agreement conflict in any manner with any provisions of the Bricklayers and Allied Craftsmen International Agreements, then the provisions of this Agreement shall prevail. It is further agreed that the provisions of this Agreement shall govern the employment and the conditions which Bricklayers and Allied Craftsmen shall work in the jurisdiction of Central Massachusetts - Foxboro, Lowell, and Worcester Chapters.

## **ARTICLE I-E**

### **Substance Abuse Education**

In order to promote a drug-free work environment and assure safety, effectiveness and efficiency in the workplace, the parties to this Agreement agree to continue substance abuse education and training programs and other managed procedures through the Massachusetts Bricklayers and Masons Modern Assistance Program and the Fallon Substance Abuse Program.

## **ARTICLE I - F**

### **Masonry Equality Industry Fund**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Masonry Industry Equality Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of the Trust Agreement.

**Section 2.** The Masonry Industry Equality Fund shall be governed by a Board of Trustees and the Union and the Employer shall have equal voting power.

**Section 3.** Each Employer shall pay to the Fund the amount set forth in Article III Wages for each hour worked by its Employees covered by this Agreement.

**Section 4.** The payments in the Fund shall be reported on the same form, paid in the same manner and included in the same check as all the other Funds payments provided for in the Agreement.

**Section 5.** Failure of an Employer to pay the prescribed hourly contributions to the Fund in a timely manner shall be a violation of this Agreement.

**Section 6.** The Fund shall be audited annually by an independent certified public accountant. A copy of the audit shall be made available to all parties hereto.

## ARTICLE II

### Territorial Jurisdiction

This Agreement shall cover all work within the territorial jurisdiction of each Local as granted by the International Union of Bricklayers and Allied Craftmen and for which the Associations are authorized to bargain. The present territorial jurisdiction of each Chapter is outlined below:

**Worcester** – Auburn, Barre, Blackstone, Berlin, Bolton, Boylston, the Brookfields, Charlton, Clinton, Douglas, Dudley, Grafton, Hardwick, Holden, Leicester, Mendon, Millbury, Millville, New Braintree, Northboro, Northbridge, Oakham, Oxford, Paxton, Rutland, Shrewsbury, Southbridge, Spencer, Sturbridge, Sutton, Upton, Uxbridge, Webster, Westboro, West Boylston and Worcester.

**Foxboro** – Attleboro, Bellingham, Berkley, Canton, Dedham, Dighton, Franklin, Foxboro, Lakeville, Mansfield, Norfolk, North Attleboro, Norton, Norwood, Plainville, Raynham, Rehoboth, Seekonk, Sharon, Taunton, Walpole, Westwood and Wrentham.

**Lowell** – Acton, Ashburnham, Ashby, Ashland, Athol, Ayer, Boxboro, Bedford, Billerica, Carlisle, Chelmsford, Dracut, Dunstable, Fitchburg, Framingham, Gardner, Groton, Harvard, Holliston, Hopedale, Hopkinton, Hubbardston, Hudson, Lancaster, Leominster, Littleton, Lowell, Lunenburg, Marlboro, Maynard, Medfield, Medway, Milford, Millis, Natick, Nedell, North Acton, Pepperell, Petersham, Phillipston, Primus, Princeton, Royalston, Sherborn, Shirley, South Acton, Southboro, Sterling, Stow, Templeton, Tewksbury, Townsend, Townsend Harbor, Tyngsboro, Vose, West Acton, Westford, Westminster, Wilmington and Winchendon.



## ARTICLE III

### Wages

**Section 1.** The hourly rate of wages and fringe benefit contributions to be paid by each Employer for all Employees covered by this Agreement who work within the territorial jurisdiction of each Chapter, as stated in Article II, shall be as follows:

#### A. CHAPTERS: FOXBORO, LOWELL, WORCESTER

Effec. Date	Total Pkg.	Wages	H/W	P	IPF	AF	ATF	IMI	IMI AT	MCAM	MIEF
9/1/12	\$74.13	\$45.31	\$10.18	\$10.06	\$1.73	\$4.86	\$1.10	\$0.17	\$1.52	\$0.20	--
3/1/13	\$74.73	\$45.89	\$10.18	\$10.06	\$1.73	\$4.86	\$1.10	\$0.19	\$1.52	\$0.20	--
9/1/13	\$75.70	\$46.79	\$10.18	\$10.06	\$1.80	\$4.86	\$1.10	\$0.19	\$1.52	\$0.20	--
3/1/14	\$76.28	\$47.35	\$10.18	\$10.06	\$1.80	\$4.86	\$1.10	\$0.21	\$1.52	\$0.20	--
9/1/14	\$77.25	\$48.25	\$10.18	\$10.06	\$1.87	\$4.86	\$1.10	\$0.21	\$1.52	\$0.20	--
3/1/15	\$77.83	\$48.81	\$10.18	\$10.06	\$1.87	\$4.86	\$1.10	\$0.23	\$1.52	\$0.20	--
9/1/15	\$78.80	\$49.71	\$10.18	\$10.06	\$1.94	\$4.86	\$1.10	\$0.23	\$1.52	\$0.20	--
3/1/16	\$79.38	\$50.28	\$10.18	\$10.06	\$1.94	\$4.86	\$1.10	\$0.24	\$1.52	\$0.20	--
9/1/16	\$80.36	\$51.18	\$10.18	\$10.06	\$2.02	\$4.86	\$1.10	\$0.24	\$1.52	\$0.20	--
3/1/17	\$80.93	\$51.75	\$10.18	\$10.06	\$2.02	\$4.86	\$1.10	\$0.24	\$1.52	\$0.20	--

B. Deducted from net wages after taxes for all Chapters: D, BACPAC, IUD

D – Local Union Dues Deduction  
 BACPAC - \$.01 - BAC Political Action Committee  
 IUD – International Union Dues Deduction

C. Definitions of abbreviations used above:

H/W - Health and Welfare  
 P - Local Pension Fund  
 IPF - International Pension Fund  
 AF - Annuity Fund  
 ATF - BAC Local 3 Apprenticeship & Training Fund  
 IMI - International Masonry Institute Fund  
 IMI/AT - International Masonry Institute Apprentice Training Fund  
 MCAM - Mason Contractors Construction Advancement Fund  
 MIEF - Masonry Industry Equality Fund

D. The Union shall have the option to divert money from wages to any of the Funds and to reallocate contributions from one Fund to another upon thirty (30) days prior written notification to the Association and Contractors Signatory hereto.

- E. Money can be diverted back to wages from the Pension, Health and Welfare, and Annuity Funds subject to the approval of the Trustees, Trust documents, ERISA, Pension Benefits Guaranty Corporation, and applicable laws.
- F. In the event any of the Trust Funds to which contributions are required to be made under this Agreement are merged with or into another Trust Fund, the contributions shall then be made to the successor fund.
- G. Any Employer who does not pay the International Masonry Institute (IMI) and the Massachusetts Mason Contractors Construction Advancement Fund (MCAM) contributions shall pay these amounts as an additional payment to the Massachusetts Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

**Section 2.** There shall be only one (1) hourly rate of wage paid to journeymen bricklayers and masons on the same job. Bricklayers or masons, other than foreman, under this Agreement shall not be required to check units or measure or count any amount of work performed during the day or any day of the work week.

**Section 3.** When an Employer violates this Agreement scale of wages by paying a higher rate of pay, he shall be obliged to pay the higher rate of pay to all bricklayers and masons employed on his job. The higher wage rate shall continue in effect until the completion of the job and in no event can a rate of wage so established be reduced on that job.

**Section 4.** Wages on smoke stacks, free standing chimneys and silos of any type fifty (50) feet or higher shall be two dollars, thirty cents (\$2.30) per hour above the negotiated wage.

**Section 5.** Bricklayers and masons working under compressed air shall receive not less than two dollars, thirty cents (\$2.30) per hour above the negotiated rate of wages.

**Section 6.** When a bricklayer or mason is hired and told to bring his tools to the job and is not put to work, weather permitting, he shall receive four (4) hours pay.

Any Employee reporting for work on any shift, weather permitting, shall receive four (4) hours show-up time, unless notified not to report the day before by his foreman.

Should a machinery breakdown because a work stoppage during the first half of the workday, after starting, Employees affected shall be paid no less than four (4) hours pay.

Should a machinery breakdown cause a work stoppage during the second half of the workday, after starting, Employees affected shall be paid until the machine is operable and/or until 4:30 p.m.

In the event of a breakdown, beyond the control of the Employer, of vertical transportation equipment, for material or personnel, Employees covered by this Agreement, for whom work is

not available due to such breakdown, shall be paid up to two (2) hours straight time pay in addition to any hours actually worked on that day not over a full day's pay.

When a job is held up for any cause, except weather, for more than eight (8) consecutive hours on any working day, any Employee can, upon request, receive his wages without waiting until the regular payday.

When a job is unable to start before 10 a.m. no work is to be performed that day, unless the foreman shall specify a definite starting time. Employees ordered to stay on the job shall be paid from 10 a.m.

This provision is based on an 8:00 a.m. – 4:30 p.m. workday. In the event the working hours become 7:00 a.m. – 3:30 p.m., 9:00 a.m. will be applicable to this provision.

**Section 7.** When two (2) or more bricklayers or masons are hired on a job, one (1) shall be designated as the foreman. In the event that a second foreman is needed, the contractor will select the second foreman from the Local Union having jurisdiction over the project.

**Section 8.** The foreman shall be paid a minimum of \$2.50 per hour above the journeymen's rate. When his crew of bricklayers or masons consists of nine (9) or less, he shall also be permitted to work with the tools of the trade. He shall be paid on a straight time basis, except at the start and finish of a specific operation.

Straight time is to be defined as a guarantee of forty (40) hours during the regular hours of the work week from Monday through Friday, to include no lost time for Holidays or inclement weather.

**Section 9.** Foremen having the authority to hire, discharge and exercise supervisory functions are recognized as the exclusive representatives of management. Foremen shall be practical mechanics in the branch of trade over which they exercise supervision and members of the International Union of Bricklayers and Allied Craftmen.

## **ARTICLE IV**

### **Health, Welfare, Pension and Annuity Funds**

**Section 1.** The parties hereto jointly agree to accept and be bound by the provisions of the written Agreement and Declaration of Trust, and any amendments thereto. The Trust Agreements of the Health and Welfare, Pension and Annuity Funds herein after covered by this Agreement are:

- (a) Agreement and Declaration of Trust, dated and effective November 29, 1999 for Massachusetts Bricklayers and Masons Health and Welfare Fund.

Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Pension Fund.

Agreement and Declaration of Trust, dated and effective November 29, 1999 for the Massachusetts Bricklayers and Masons Annuity Fund.

- (b) The parties hereto agree that Massachusetts Local 3 of the IU of BAC may affiliate with the International Union of Bricklayers and Allied Craftsmen Trowel Trades Pension Fund

The Employer agrees to increase the hourly contribution to the International Pension Fund as follows: September 1, 2013 - \$.07, September 1, 2014 - \$.07, September 1, 2015 - \$.07, September 1, 2016 - \$.08.

- (c) The Employer hereby agrees to participate in the Massachusetts Bricklayers and Masons 401K Plan on behalf of all Employees represented for purposes of collective bargaining under this Agreement.

Effective August 1, 1998, the Employer agrees to make, or cause to be made, pre-taxed payroll deductions from participating Employees' wages, in accordance with each Employee's salary deferral election, subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the withheld sum to the Massachusetts Bricklayers and Masons Trust Funds or its successors at such time and in such form and manner as required pursuant to the Plan and Declaration of Trust and requirements of law. Each Employee shall have the opportunity to change the amount of wages so deferred at intervals specified the Plan and Declaration of Trust.

**Section 2.** Each Employer agrees to pay directly to the Funds of the Local 3 Chapter governing the territorial jurisdiction in which the Employer's job site is located, the hourly contribution rates, that may be determined from time to time in accordance with Article III, Section 1 (D) of the Agreement for all hours worked by each Employee, including apprentices. An overtime hour for this purpose shall be considered a single hour.

**Section 3.**

- (a) At the end of each work month, but not later than the twentieth (20<sup>th</sup>) day of the following month, each Employer shall submit to the Funds a report containing a complete list of Employees, their names, social security numbers and the number of hours worked by each Employee during the respective month. In the event no Employees worked during the month, the Employer shall submit a report, attesting that no Employees worked and this will be the Employer's final report until said Employer has reportable hours in the future. In the event that such report is a final report, the Employer shall so state on the report and shall not be required to submit a report until the Employer again has reportable hours for Employees.

- (b) The failure of any Employer to make the required reports and contributions to each Fund shall make such Employer liable to each Employee damaged by such failure for whatever benefits such Employee and/or beneficiary was denied because of the Employer's failure to make the required reports and contributions, together with the court costs and attorney's fees reasonably necessary in collecting such benefit and contributions from such Employer; provided however, that no Employer shall have any liability to any Employee and/or beneficiary by reason of such Employer's failure to pay the required contribution or any part thereof, which is the result of honest mistake or inadvertence.

#### **Section 4.**

- (a) Employer contribution payments to the Funds is due and to be made at the end of each work month, but no later than the twentieth (20<sup>th</sup>) day of the following month, after which date the payment will be considered late.
- (b) Employer contribution payments received after the thirtieth (30<sup>th</sup>) day from the date such contributions were due will be Delinquent Contributions. The Employer will be considered a Delinquent Employer.

If an Employer is a Delinquent Employer, he shall pay to each Fund, interest charges at a rate to be determined from time to time by the Board of Trustees of the Funds, computed upon the entire sum owed to each Fund for each thirty (30) day period or fraction thereof that the employer is a Delinquent Employer.

- (c) As the failure of a Delinquent Employer to remit timely payment contributions imposes additional accounting, handling and administrative expenses upon each of the Funds, each delinquent Employer shall pay as liquidated damages a sum to be determined from time to time by the Board of Trustees of the Funds for each thirty (30) day period or fraction thereof that the Employer is a Delinquent Employer.
- (d) In addition to the foregoing interest charges and liquidated damages due, such Delinquent Employer shall pay all legal costs, including fees of attorneys representing the Funds, and all auditing fees, including fees of accountants, actually incurred in the collection of such delinquent contributions, and all miscellaneous direct and indirect costs to the Funds resulting from the Employer becoming a Delinquent Employer.
- (e) In the event the Employer is delinquent, the Union shall have the right to remove all of the Employer's Employees until such time as the Employer is no longer a Delinquent Employer.
- (f) Employees removed by the Union in accordance with this Section of the Agreement to enforce payment by a Delinquent Employer to the Funds shall be paid by the Employer for all time which the Employees did not work, at the straight-time hourly wage rate. In addition, Employer contributions shall be due the Funds for all such time paid each Employee.

- (g) The Union signatory hereto shall have the right not to permit any Employer who has been declared a Delinquent Employer and/or whose Employees have been removed in accordance with this Section of the Agreement, to employ any Employees represented by the Union in any of the territorial jurisdictions of the Union's Chapters signatory to this Agreement, until the requirements for restoration of the Employees and payment of contributions, interest charges and liquidated damages have been satisfied.

#### **Section 5.**

- (a) The Trustees may required any Employer who has not been signatory to this Agreement or to an Independent Agreement for two (2) consecutive years, or any Employer whose Employees have been removed in accordance with Article IV, Section 4, of this Agreement, or who is or has been a Delinquent Employer for a total of sixty (60) days or more within any twelve (12) month period, to furnish a surety bond, or a cash deposit escrowed with the Trustees, in a sufficient amount to protect the Funds against the failure of the Employer to make any payment due currently or in the future under the terms of this Agreement.
- (b) In the event the Trustees require a surety bond from such Employer, said Employer shall furnish to the Trustees of each Fund, a bond with reputable surety thereon:
1. With the Trustees as obligees thereunder; and
  2. In an amount determined by the Trustees which is consistent with known future obligations of such Employer; and
  3. Containing a notice provision to the Trustees which is acceptable by the Trustees and consistent with the purpose of such surety bond.
  4. The effective date, duration and termination date of such surety bond.
  5. The surety bond shall be underwritten by an insurance company licensed to conduct business in the Commonwealth of Massachusetts and the contractual provisions of such surety bond has been filed and approved by the Insurance Commissioner for the Commonwealth of Massachusetts.
- (c) In the event the Trustees require a cash deposit, such Employer shall furnish to the Trustees of the Fund, a cash deposit of money to be escrowed by the Trustees in an amount determined by the Trustees consistent with know future obligations of such Employer.
- (d) An Employer shall be relieved of the responsibility of providing a surety bond or cash deposit if such Employer renders full payments on time for a consecutive period of

twelve (12) calendar months subsequent to the date such requirement of a surety bond or cash deposit is made to the Trustees. Said cash deposit to be returned with interest.

**Section 6.**

- (a) When the Trustees deem it appropriate and necessary and upon written notice to an Employer by certified mail, return receipt requested, the Employer will pay all fringe benefit contributions on a weekly basis.
- (b) If the initial payment, subsequent to such written notice by the Trustees requiring weekly payments, is not made with four (4) working days from the date such certified notice is received by the Employer; and
- (c) If the Employer's weekly fringe benefit contributions, subsequent to the initial weeks of payment, are not received at the Fund's Office on or before Thursday of each succeeding week for the prior payroll week; or
- (d) If the Employer refuses to remit fringe benefit contributions on a weekly payment schedule in accordance with the provisions of Article IV, Section 6 of this Agreement, the Employer shall be deemed a Delinquent Employer.
- (e) The Trustees and the Union shall immediately exercise the rights provided under Article IV, Section 4 of this Agreement without the requirement of further written notice to the Delinquent Employer.

**Section 7.**

- (a) To facilitate the Trustees' determination of the accuracy of all reports and contributions made by Employers and to comply with the Trustees fiduciary obligations as mandated by the Pension Reform Act of 1974 and the Multiemployer Pension Plan Amendments Act of 1980, the Trustees or their representative(s) shall have the right, upon reasonable notice to be determined by the Board of Trustees to conduct an audit of the Employer's records.
- (b) The provisions of Article IV, Section 7 of this Collective Bargaining Agreement shall be administered and enforced in accordance with the rules and regulations of the Agreement and Declaration of Trust applicable to the Health-Welfare, Pension and Annuity Funds and the Fringe Benefit Fund Collection Plan established by the Board of Trustees for the Trust Fund(s) of the Union, listed in Article IV, Section I, A through C, inclusive of this Agreement.

**Section 8.** The Association, the Union and each Employer hereby agree to be bound by the Bricklayers and Masons Fringe Benefit Collection Plan of the various Funds listed in Article IV,

Section 1, A through C, inclusive of this Agreement, as now in effect and as amended from time to time hereafter.

**Section 9.**

- (a) The Union, Association and/or any Employer who is signatory to the Collective Bargaining Agreement shall appoint Trustees to exercise the power and perform fiduciary duties and obligation of each Trust Fund in accordance with the terms and provisions of the Union's Trust Agreements and any amendments thereto, governing the Funds and further agrees to be bound by all actions taken by the Trustees pursuant to the provisions of the Agreement and Declaration of Trust applicable to the Trust Funds of the Union.
- (b) A Union Trustee shall not be a principal in the contracting business. An Employer Trustee may be a member of any Local Union of the International Union of the Bricklayers and Allied Craftsmen.
- (c) Individual Employer Trustees shall serve at large and it is not required that the Employer Association appoint an Employer Trustee to serve as representative of the Employer Association who is a party to the Collective Bargaining Agreement. All Employer Trustees shall have a current active interest in the union masonry industry. Consistent with Article 1-C of this Agreement, Employer Trustees shall not be an officer or principal of a corporation, company, partnership or any other business entity, including a joint venture, wherein the Employer Trustee has either directly or indirectly, a significant degree of ownership, management or control, when said contracting firm is not signatory to this Agreement.

**Section 10.** Not later than July 30<sup>th</sup> of each year, the Union shall certify in writing to the Administrator of the Funds and other Associations signatory hereto, the names and addresses of each Employer bound to this Agreement. The Union shall, within ten (10) days of a contractor becoming an Employer, give written notice of such fact to the above parties.

**Section 11.** Notwithstanding any termination or cancellation of this Agreement, the obligations of the parties set forth herein shall be deemed continuous, pending negotiations of a new Agreement or Declaration of Trust Agreement for each Fund.

## **ARTICLE V**

### **Dues Deduction, BAC/PAC**

**Section 1.** It is agreed that the Employer shall deduct the amount specified by the Union as local dues deduction and International Union dues deduction from net wages after taxes, for each



and every hour worked by all Employees (including apprentices) for all projects falling within the jurisdiction of the Agreement.

Effective August 1, 1992, each Employer shall deduct one cent (\$.01) per hour BACPAC from net wages after taxes, for each and every hour worked by all Employees (including apprentices) for all projects falling within the jurisdiction of this Agreement.

All such deductions shall be reported monthly on one (1) form along with all the other Funds provided for in the Agreement. The form for this purpose is to be furnished by the Union.

One (1) check covering the total of all the Funds shall be sent along with the one form in accordance with the provisions of Article IV, Sections 2 and 3.

**Section 2.** It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302 (c) of the Labor-Management Relations Act of 1947, the signed individual authorization of every Employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make such payroll deductions. It shall be the further responsibility of the Union to assume all legal costs, fees and damages which might arise relative to this practice. The Union shall indemnify and hold harmless the Employer from such actions.

It shall further be the sole responsibility of the Union to procure signed authorization from every Employee subject to this Agreement, both present and future, and furnish such original signed authorizations to the Employer to legally permit the Employer to make payroll deductions for BAC/PAC. The authorization will be signed freely and voluntarily and not out of any fear of reprisal and on the understanding that Bricklayers Action Committee is engaged in a joint fund raising effort with the AFL-CIO, will use the money contributed to that effort to make political contributions and expenditures in connections with federal, state and local elections and that this voluntary authorization may be revoked at any time by notifying the Employer and the Bricklayers Action Committee in writing of a desire to do so.

It shall be the responsibility of the Union to assume all legal costs, fees and damages which might arise relative to the practice stated. The Union shall indemnify and hold harmless the Employer from such actions.

**Section 3.** All working permit fees and assessments or other levies against members working in a jurisdiction other than their "Home Local" shall immediately terminate upon the inception of this deduction.

**Section 4.** It shall be the prerogative of the Union to raise or lower the hourly dues deduction rate as set forth in Section 1 upon at least thirty (30) days written notice to the Employer.

## **ARTICLE VI**

### **Massachusetts Bricklayers & Allied Craftsmen Apprenticeship & Training Program**

**Section 1.** Each Employer subscribes to and agrees to be bound by the Massachusetts Bricklayers & Allied Craftsmen Local 3 Apprenticeship and Training Fund Agreement and Declaration of Trust and any amendments thereto and ratifies and approves all actions of the Trustees within the scope of the Trust Agreement.

**Section 2.** Each Employer agrees to pay the amount specified in Article III, and Article XIX to the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund for each hour worked by its Employees covered by this Agreement.

**Section 3.** The payments provided for in Article III and Article XIX are to be reported on the same form, paid in the same manner and included in the same check as all Fund payments provided for in the Agreement.

**Section 4.** The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be administered by a Board of Trustees, with the Union and Employer Trustees having equal voting power.

**Section 5.** The Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be used exclusively for the recruitment, training and education of apprentices and journeymen upgrading, for the administrative expenses of the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund and for the annual apprentice contest.

**Section 6.** All parties agree to comply with the Standards of Apprenticeship as established by the Massachusetts Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund for the training of bricklayer apprentices and/or journeymen upgrading, advancement and cross training.

**Section 7.** All parties to this Agreement agree that all apprentices in the bricklayers and masons trade shall be indentured in the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund.

**Section 8.** All questions of mutual concern that cannot be resolved by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund shall be referred to the Plan of Arbitration as provided in Article XV of the Eastern Massachusetts Agreement.

**Section 9.** Failure to contribute to the Fund shall be a violation of this Agreement.

**Section 10.** Each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen on the job when indentured apprentices are available and assigned to the Employer by the

Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund or authorized representative.

Effective January 1, 2013, each Employer shall employ a ratio of one (1) apprentice to five (5) journeymen employed by the Employer when indentured apprentices are available and assigned to the Employer by the Bricklayers and Allied Craftsmen Local 3 Apprenticeship and Training Fund or authorized representative, except that during the months of December, January, February and March, each Employer shall employ one (1) apprentice to five (5) journeymen on a jobsite.

No Employer shall lay off an apprentice for lack of work without giving at least twenty-four hour prior notice to the local authorized representative. Under the terms of this Section, a local apprentice shall be given preference on all cases.

**Section 11.** The wages of apprentices covered by this Agreement shall be:

1st	1,000 hours	50% of the journeymen's rate
2nd	1,000 hours	60% of the journeymen's rate
3rd	1,000 hours	70% of the journeymen's rate
4th	1,000 hours	80% of the journeymen's rate
5th	1,000 hours	90% of the journeymen's rate

**Section 12.** The Fund shall submit annually at the close of the fiscal year to the Association, parties to the Agreement, a financial report showing income, expenditures and a list of all indentured apprentices with the proposed date of graduation of each said apprentice.

## **ARTICLE VII**

### **Transportation**

Section 1. As of 9/1/07, Bricklayers and masons who are sent to work out of town and who require board and room accommodations shall have such expenses paid by the Employer at a minimum rate of seventy dollars (\$70) per day, seven (7) days a week. If a bricklayer or mason drives his personal automobile to such job, he will be paid at a rate of sixty-five cents (\$.65) per mile for the trip to the job and for the return trip at the end of the job. In the event a man is sent on a day-by-day basis and no room and board is involved, the driver will receive the sixty-five cents (\$.65) per mile for the use of his car.

As of 9/1/09, Bricklayers and masons who are sent to work out of town and who require board and room accommodations shall have such expenses paid by the Employer at a minimum rate of seventy dollars (\$70) per day, seven (7) days a week. If a bricklayer or mason drives his personal automobile to such job, he will be paid at a rate of sixty-five cents (\$.65) per mile for the trip to the job and for the return trip at the end of the job. In the event a man is sent on a day-by-day

basis and no room and board is involved, the driver will receive the sixty-five cents (\$.65) per mile for the use of his car.

Should the living expenses, namely room and board only, be greater than that allowed the Employee, before he may receive additional expenses, he must show on a weekly basis all costs incurred and make a statement to the fact that all attempts have been made by him to keep within the agreed allowance.

**Section 2.** Bricklayers and masons shall not be required to possess an automobile as a prerequisite to employment. Employees transporting materials, ladders, and other equipment to job sites in their personal vehicles shall be compensated for the use of their vehicles by the Employer at the rate of \$55.00/day, in addition to the payments specified in Article VII. Any disputes under this Section must be presented to the President/Secretary-Treasurer or Employer within five (5) days after receiving weekly wages. Failure of Employee to so notify shall render this dispute null and void.

**Section 3.** Any bricklayer or mason who is sent to work outside his Local/Chapter territorial jurisdiction shall be paid for the extra travel expense at an amount equivalent to the straight time rate, but not exceeding eight (8) hours in any one (1) twenty-four (24) hour period, for his extra transportation and sustenance expenses.

However, in the first and last week of employment the room and board expense shall start with the first day of employment and shall end with the last day of employment.

## **ARTICLE VIII**

### **Payment of Wages**

**Section 1.** Employees are to be paid weekly in cash on the job during working hours; payment may be made by check no later than Thursday upon permit issued by the Union, which permit shall be withheld only for doubt of ability to pay wages.

Whenever the Employer closes the payroll week on a Friday, then payment of wages must be made no later than the following Wednesday.

Should there be an intervening holiday, payday shall be no later than the following Thursday.

Bricklayers and masons who do not receive their pay in the timely fashion as stated above shall be required to wait beyond quitting time for their pay and shall be paid for all waiting time at the straight time rate, including pay for any time that might be lost on subsequent work days.

The Employer, when paying by check, shall have a detachable stub to be retained by the Employee. The Employer shall include on the check stub and/or on the pay envelope the following information: Name of Employer, Name or Identification of Employee, Number of hours worked, Social Security deduction, Federal withholding deduction, State withholding deduction, net pay of Employee, period ending and total dues deduction.

**Section 2.** When bricklayers and masons are being laid off, they shall receive their pay one (1) hour before quitting time.

**Section 3.** A bricklayer or mason wishing to leave the job shall receive his pay at 4:30 p.m. provided he shall have given his Employer eight (8) hours notice.

However, the Employer has the option to mail his check by certified mail no later than 4:30 p.m. that same day.

**Section 4.** When a bricklayer or mason is discharged, but does not receive his wages, he shall be entitled to compensation at working rates for the working time that shall have elapsed between the time of his discharge and time ultimately receiving his wages, provided he reports at the job and remains during working hours until payment is made.

**Section 5.** When workers are discharged, laid off or terminated for any reasons, the Employer will give a layoff statement to the Employee.

**Section 6.** Any bricklayer or mason transferring from one job to another during the scheduled working hours shall do so on the contractor's time.

**Section 7.** Any stormy pay day that workers are unable to work, wages shall be paid before 11 a.m. and unless the pay is delayed through Act of God, accident, or robbery, all waiting time after 11 a.m. shall be paid on a straight time basis. Cash at 12 noon; check at 11 a.m.

## **ARTICLE IX**

### **Hours, Holidays, Overtime**

**Section 1.** Eight (8) hours shall constitute a day's work, performed between the hours of 8 a.m. and 12 noon, 12:30 p.m. and 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, making forty (40) hours, which constitutes a week's work.

In the event that a particular operation may request permission to deviate from the above hours within the hours of 7 a.m. to 5:30 p.m., such permission may be granted by the President/Secretary Treasurer of the Union.

**Section 2.** The day celebrated as a Holiday shall be the day designated in Chapter 4, G.L., and Section 7 as amended. Legal Holidays shall be New Year's Day, President's Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Any Holiday listed in this Agreement that falls on Sunday shall be observed on the Monday.

The above listed Holidays are the only Holidays recognized under this Agreement. Should any Employer observe any other Holiday(s) by shutting down job on said day, each bricklayer

employed on job who cannot be employed elsewhere by Employer on said day shall be paid eight (8) hours pay for that day. Such alternate employment will be equally divided among Bricklayers and Allied Craftsmen on the job.

**Section 3.** All overtime work that is performed outside the regular working hours outlined in Sections 1 and 4 except for all work performed on Sundays and the Holidays designated in Section 2, shall be paid at time and one-half rates.

Sundays and Holidays shall be paid at double-time rates.

All overtime work that is performed by Cement Masons outside the regular working hours outlined in Sections 1 and 4 shall be paid at double-time rates.

**Section 4. Shift Provisions.** Shift work may be permitted under the following conditions:

- a) Where a job has more than one eight (8) hour shift in any one twenty-four (24) hour period, bricklayers will not be permitted to work more than one shift in any one work day.
- b) All Employees on shift work shall receive a full normal work day's pay.
- c) Seven and one-half (7 1/2) hours work shall constitute the shift period during the second shift and seven (7) hours work during the third shift. There shall be a one-half (1/2) hour lunch period at the mid-point of the second and of the third shift. Consistent with Article XII, Section 14, there will be two breaks per shift.
- d) Where no third shift exists, time worked beyond the end of the second shift shall be paid for at the overtime rate.
- e) No shift work will be permitted for less than three (3) consecutive regular work days.
- f) Shift conditions and wages shall apply to alteration work in occupied areas without the requirement that work be performed during the regular work day, provided a written shift permit is issued by the Union.
- g) When an Employer wishes to work bricklayers for the second or third shift periods, he shall notify the Union in writing within twenty-four (24) hours before the shift so that proper arrangements shall be made.
- h) In the case of a second and/or third shift, for the purpose of fringe benefit computations, each Employee who works a full shift shall be considered to have worked eight (8) hours.
- i) No Employee may work on a second or third shift if the Employee has performed work that day during the regular working hours.

## ARTICLE X

### Contracting and Contractors

**Section 1.** No Employer shall contract work by the thousand, or lump work of any character covered by bricklayer's or mason's work, or work for any person or persons who contract work by the thousand, or lump work of any character, taken from Employers, without furnishing materials.

**Section 2.** When a contract has been awarded to a contractor by either the architect, owner or any awarding authorities, all phases of the masonry, both interior and exterior, shall be performed by one contractor under the terms of this Agreement; provided however, this section will not apply to work on catch basis, manholes, boiler bases, outside stacks, waterproofing and caulking.

When a contract has been awarded to a contractor by an architect, owner, general contractor, construction manager or any awarding authority, all caulking including expansion and control joints and the caulking of all window and door frames encased in masonry shall be performed by one contractor under the terms of this Agreement.

**Section 3.** All contractors and foremen starting work covered by this Agreement within the jurisdiction of the Union shall notify the President/Secretary-Treasurer or Field Representative of the Chapter five (5) working days before the work is to commence and for the purpose of a pre-job meeting. The Union may elect to accept a telephone call as a pre-job conference notification.

**Section 4.** Any members, on entering into a contracting business, must contact the Union before beginning to operate, and sign an Agreement that they will abide by this contract and the following: (a) Carry Worker's Compensation Insurance (showing policy number and name of insurance company), (b) Pay Old Age Social Security Tax (showing Identification Number), (c) Take out of Employees' salaries the withholding tax as required by the U.S. Government and Massachusetts Withholding Tax, (d) Pay unemployment tax to the Commonwealth of Massachusetts, Division of Employment Security.

**Section 5.** No Employer, signatory to this Agreement, shall furnish supervision or furnish Employees who regularly work for him to another Employer who has contracted work on a public project under the File Bid Laws of the Commonwealth of Massachusetts, with the intent of violating the File Bid Laws. This Section shall not apply where a substitution has been agreed to by the awarding authority.

**Section 6.**

- a) The Employer agrees to refrain from subletting any future work or job classification within the jurisdiction of the Union and covered by this Agreement to be performed at the site of a construction project, except where such subcontractor is signatory to this Agreement and the subcontractor complies with all the terms and conditions of this Agreement.
- b) This Section 6 shall not apply to an Employer who is required to carry file bidders on projects that are subject to the provisions of Section 44A through 44L of Chapter 149 of the

Massachusetts General Laws, or successor provisions of law, or to vendors solely furnishing materials, trucking, transportation or any combination thereof.

**Section 7.** In order to maintain an accurate wage rate, each Employer agrees to supply to the Union, upon request, all the necessary, pertinent information required for each project for the completion of the United States Department of Labor Form WD10.

**Section 8.** If a subcontractor fails to pay wages to Employees, the general contractor or Employer shall be responsible for the Employee's wages for work performed on his job site. The general contractor or Employer who sublets work covered by this Agreement shall be responsible for the subcontractor's arrears in fringe benefit fund contributions to the respective Trust Funds for work performed on his job site.

**Section 9.** Whenever any signatory contractor performs work as a management consultant, construction manager, developer, and owner/builder or solicits bids from subcontractors, considers proposals submitted by subcontractors or coordinates work performed by subcontractors, it shall be deemed to be a general contractor subject to the terms and conditions of this Agreement.

#### **Section 10. Traveling Contractors**

When the Employer has any work specified in Article XVI and Article XIX of this Agreement to be performed outside of the geographic area covered by this Agreement and within the geographic area covered by an Agreement with another affiliate of the International Union of Bricklayers and Allied Craftsmen, the Employer agrees to abide by the full terms and conditions of the Agreement in effect in the job site area. Employees covered by this Agreement who are sent to projects outside of the geographic area covered by this Agreement shall be paid no less than the established wage scale of the Local Agreement covering the territory in which such work is being performed, plus all fringe benefit contributions governed by the provisions established in the job site Local Agreement for all matters. If Employees are sent to work on a project in an area where there is no Local Agreement covering the work specified in Article XVI and Article XIX of this Agreement, the full terms and conditions of this Agreement shall apply.

## **ARTICLE XI**

### **Union Representative**

**Section 1.** The Unions' Field Representatives may visit any building under construction. If a Union Representative is barred from any job while in the performance of his duties, no member shall be allowed to work on said job.

**Section 2.** The Union shall furnish a shop steward for all jobs within the jurisdiction of this Agreement.



**Section 3.** Should an Employer determine to lay off or discharge a shop steward, he shall so notify the President/Secretary-Treasurer or the Field Representative who shall immediately investigate the matter and notify the Employer of his decision at that time. If the parties are unable to reach agreement, the justifiability of the Employer's proposed action shall be submitted, within forty-eight (48) hours, to the American Arbitration Association and said Arbitrator shall render a decision within forty-eight (48) hours following the hearing. Pending a final determination under arbitration, the steward shall continue to work.

**Section 4.** The shop steward shall keep the key to the locker on his person at all times, and see to it that the locker is opened and closed before starting time and quitting time. The shop steward shall be allowed a reasonable amount of time to take care of the lockers and fulfill his duties during working hours.

**Section 5.** The shop steward shall have the right to inspect all scaffolding before the bricklayers or masons are allowed to work on it.

**Section 6.** The shop steward may accompany any injured or sick bricklayer or mason, and the shop steward shall be paid for any lost time in so doing on a day of injury.

**Section 7.** The shop steward shall be allowed as much time as necessary in fulfilling his duties as shop steward on each job. When one hundred (100) or more bricklayers and masons are employed, there will be a deputy steward appointed.

**Section 8.** The shop steward in the performance of his duties shall be the last man on the job, other than the foreman. It is compulsory that the shop steward work while there is work to be done on the job, which he is capable of performing.

**Section 9.** For the purpose of determining compliance with this Agreement, the President or his designee of the Union shall have the right to inspect payroll checks on the job site.

## **ARTICLE XII**

### **Terms of Employment**

**Section 1.** The Employer agrees that it shall be a condition of continued employment for an Employee to become and remain a member of the Union after seven (7) days of the signing of this Agreement or after seven (7) days after the commencement of his employment, whichever is later.

**Section 2.** When work on any job stops, for any reason, and then is resumed, Employees who are laid off on this account shall be given preference to return to work on that job.

**Section 3.** Bricklayers and masons shall be allowed at least five (5) minutes to reach the main locker on the ground floor before 12 noon and five (5) minutes before 4:30 p.m. Bricklayers and masons working on the fifth (5th) floor, or the equivalent distance, shall be allowed ten (10) minutes before 12 noon and ten (10) minutes before 4:30 p.m. and two and one-half (2 1/2)

minutes for each additional five (5) floors to reach the main locker. Bricklayers and masons shall not leave the locker before 8 a.m. and 12:30 p.m. when going to work.

**Section 4.** Under ordinary circumstances, bricklayers and masons shall not be scheduled for work Saturdays. In case of emergency, the Employer shall consult the President/Secretary-Treasurer of the Union. If the President/Secretary-Treasurer determines that danger to life or property would result from discontinuing operations, he shall give permission for the work to be continued on Saturday.

**Section 5.** The provisions of Section 4 shall not apply to tide work, repairs on baker ovens, or to boiler repair work.

**Section 6.** There shall be no lost time on the day of injury, or on the day or days during the term of his employment when a bricklayer or mason is requested by the attending doctor of the Employer's insurance company to return for treatment for an injury received on the Employer's job.

**Section 7.** Before the commencement of masonry operations, the Employer shall provide on the ground floor level and every fifth (5th) floor above, a suitable locker for the exclusive use of bricklayers and masons. This locker shall be adequately lighted and shall be adequately heated from October 1st to April 15th, said locker to be equipped with a lock and keys. The Employer shall be responsible for the loss of tools and work clothing lost in case of fire or in case of breaking and entering.

**Section 8.** Tools owned by bricklayers and masons, which are dulled on the job, shall be sharpened on the job at the expense of the Employer. The Employer shall provide all special tools and lines.

**Section 9.** Bricklayers and masons shall not be employed on jobs between November 15th and March 15th unless adequate complete winter protection and heat is provided on the job.

**Section 10.** The Employer shall provide clean, covered portable drinking water containers with spigot and sanitary drinking cups. The water shall be kept iced from 8 a.m. to 4:30 p.m. from May 1 to September 1. From September 1 to May 1, drinking water shall not be iced. No open buckets or dippers shall be allowed (Section 188, Rules and Regulations for the Prevention of Accidents in Construction Operations, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967).

**Section 11.** Sanitary toilet facilities shall be provided on all jobs in accordance with revised Industrial Bulletin No. 12.

**Section 12.** There shall be no lost time for scaffold or stocking of scaffolds. Ladders must be attached to all scaffolding four (4) feet high or over.

**Section 13.** When bricklayers and masons are working where structural iron workers or any other trades are at work above them, proper overhead covering must be provided before men are assigned to that area. If proper covering is not provided within a reasonable time, bricklayers and masons will not be permitted to work on the job. Such overhead protection is required by Sections 99 and 100, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 12, 1967.

**Section 14.** A coffee/refreshment break not to exceed ten (10) minutes shall be allowed every morning and afternoon with the understanding that either a laborer or an apprentice shall be allowed to get the refreshments and the men shall not leave the scaffold. The break shall start when the refreshments are brought to the scaffold.

**Section 15.** Wherever practical, any method or device, with the exception of speed poles, may be used in the construction of masonry work provided that such methods and devices fall within the work jurisdiction of the members of the International Union of Bricklayers and Allied Craftsmen and are not expressly covered in other parts of this Agreement.

**Section 16.** On all masonry when blocks are used, whether said blocks be of cement, cinders or terra cotta, and are in sizes 8 x 8 x 16 inches, 8 x 12 x 16 inches, 12 x 12 x 12 inches, and also where any substitutes are used for the materials mentioned above, which are equal in size or weight or larger, two bricklayers shall work as a team in lifting and laying of all said materials starting with the first course of masonry. Scaffolding for these materials shall be no higher than four (4) feet (for scaffolding height). Walls shall not exceed four (4) feet eight (8) inches in height except for units over 8 x 8 x 16 inches, which shall not exceed four (4) feet.

**Section 17.** Any unit described above larger than 8 x 12 x 16 inches, the wall height shall not exceed thirty-six (36) inches.

**Section 18.** All blocks smaller than 8 x 8 x 16 inches shall be laid by one man. Scaffold height for these materials shall be no higher than four (4) feet eight (8) inches.

**Section 19.** A line must be pulled on the face of all walls over four (4) feet in length and on both sides of walls more than one unit in thickness.

**Section 20.** The line may not be raised more than one (1) course at a time unless some obstacle interferes with it. No man shall work ahead of the line, except men on leads and the men on the trigging. The trigging man shall be permitted to lay three (3) courses above the line.

**Section 21.** Bricklayers and masons who work on jobs and expose themselves to extreme temperatures or work with black mastics or any other materials that may be injurious to health shall be allowed sufficient time to wash up before eating lunch and before quitting time. The Employer shall furnish all cleaning material.

**Section 22.** Employers shall be permitted, if they so choose, to employ journeymen bricklayers who are covered by this Agreement on any job within the geographical jurisdiction of this

Agreement without regard to the bricklayer's Chapter affiliation provided the bricklayer is a member in good standing in the Bricklayer & Allied Craftsmen Local 3. However, if an Employer fails to notify the Union or Chapter Representative of the location of a job before the commencement of work, the Employer shall be deemed to have forfeited the privilege granted by this Section and for the duration of the project shall be required to employ a fair percentage of journeymen bricklayers who are members of the Chapter having jurisdiction over the project. The loss of this privilege may be appealed to the President/Secretary Treasurer of Bricklayers & Allied Craftsmen Local 3 whose decision shall be final and binding on the Employer.

The privilege of mobility of manpower described above in this Section shall not serve to remove, negate, or in any fashion or manner, diminish any right, benefit or advantage granted to Employees by any other provision of this Agreement.

- a) Bricklayers and masons who are not members of any of the BAC Local 3 and its Chapters covered by the terms of this Agreement shall be employed on the job site on the basis of three (3) local BAC Journeymen to one (1) journeymen from another area.

When a layoff occurs, journeymen who are members of another BAC Local Union other than those covered by the terms of this Agreement shall be the first to be laid off. This clause shall not apply to the continued employment of the foreman.

If there is not a sufficient number of Central Massachusetts Local 3 Journeymen available to man a job site, the Employer may employ journeymen from another area.

- b) On all specialty work generally recognized as but not limited to the application and/or installation of Waterproofing Materials, Caulking, Epoxy Injections, etc.: the Union agrees that on all projects where the involved work assignment does not exceed five (5) days in duration at any given time, the Employer may assign up to four (4) of his regular company Employees that are BAC members, regardless of Local Union or Chapter affiliation to perform such work, with the understanding that a local apprentice will be employed on all such work operations.

Additional Employees will be referred by the Union having jurisdiction over the job site provided that the Local Union can furnish referrals that are sufficiently experienced and thoroughly skilled to perform the involved work assignment properly and efficiently.

On projects of longer duration, the Employer will consult with the Union representative responsible for the project for manning the project on a fair percentage basis beginning with the first day of employment.

The Employer will be rigidly obligated to notify the Union at least two (2) days in advance of the commencement of work operations covered under this Section to establish manpower arrangements and requirements for the involved project. Violation of this provision shall entitle the Union to immediately remove Employees from the job site until the Employer has met with the Union Representative.

**Section 23.** All scaffolds shall conform to Rules and Regulations for the Prevention of Accidents in Construction Operations as set forth in Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967.

When mast climbing scaffolding is used on projects under the jurisdiction of the Union, the Contractor shall make available at the project site a copy of the Manufacturer's Specification Data Sheets, User's Guide, Erection Manual and Safety Information for the Models being used on that project. A list of licensed operators and erectors will be made available to the Union.

**Section 24.** All scaffolding for stone, brick or tile walls (inside and outside) shall be not less than five (5) feet wide. On all tile, brick or stone walls, staging height shall not exceed five (5) feet two (2) inches. Scaffold height shall not be raised over four (4) feet at a time (bottom of pudlock to bottom of pudlock). No foot scaffolds or "hopping boards" shall be allowed.

Stocking of material on staging shall not be over four (4) feet above the area where the bricklayer is working. This Section shall not preclude the pre-stocking of material on staging. No stock is to be placed on the two planks that the bricklayer works on.

**Section 25.** No overhand work shall be permitted. Scaffolds will be built on both sides of all walls more than one (1) unit in thickness, wherever possible.

**Section 26.** All bricklayers and masons shall be provided with adequate safety devices when working on saws and when cutting out with pneumatic hammers or hammer and chisel such as goggles, respirators, fans for removal of dust, protection from drafts and dampness. The provisions of Section 192, Rules and Regulations for the Prevention of Accidents in Construction Operation, Industrial Bulletin No. 12, Department of Labor and Industries, Commonwealth of Massachusetts, April 19, 1967, shall be adhered to on all jobs.

**Section 27.** All dry saws used for masonry must be equipped with a vent including an exhaust fan to the outside of the building and there must be an exhaust to the outside of the building. Men working on dry saws must be furnished goggles, respirators and other safety equipment as may be required.

**Section 28.** All wet saws used in masonry shall be kept in a warm, clean, dry and covered place when being used. Bricklayers or masons working wet saws shall be supplied with rubber aprons, rubber gloves, rubber boots, goggles or glasses and other equipment necessary for the operation of a wet saw.

**Section 29.** All suspended staging shall be three (3) feet below the top of the brick wall at all times.

**Section 30.** A ratio of three (3) journeymen to one (1) apprentice shall be used on washing and cleaning of all masonry work. Apprentices shall not be assigned to other than masonry work.

**Section 31.** Apprentices shall not work on a masonry cutting saw or cleaning down masonry walls or fastening masonry anchors or applying waterproofing material for an unreasonable length of time in accordance with the standards set by the Joint Apprenticeship Committee.

To develop future journeymen craftsmen, it is essential that apprentices be given adequate wall time to develop competent skills. The Employer is required to give each BAC apprentice on the job site a minimum of 25 hours per week of laying brick and/or block.

**Section 32.** When check or numbers are used on an operation, they shall be distributed and collected during working hours.

**Section 33.** Journeymen shall not be requested to take physical examinations, divulge their age or submit to any written questionnaire as a prerequisite of employment.

**Section 34.** In refractory gunning operations, the handling and control of the nozzle, regardless of size, when applying any refractory material shall be on the same terms and conditions of employment as apply to hand applied work, except the nozzle operator shall receive a premium of twenty-five cents (\$.25) per hour above the journeyman's rate.

**Section 35.** The Employer agrees to conform to all rules and regulations prescribed by the Occupations Safety and Health Act and applicable Massachusetts Safety Law.

**Section 36.** In order to protect the health and safety of employees against the ill effects of silicosis and other respiratory diseases, the dry cutting of all masonry units by means of hand-held operated, gas-powered or electric portable "chop" saws and skill saws shall be prohibited on all new masonry projects, effective September 1, 1998.

**Section 37.**

- a) When cutting out on masonry restoration work, the Employer, whenever feasible, must ensure that engineering and work practice controls are in place to control dust, such as a vacuum with a high-efficiency particulate air (HEPA) filter or another dust control system.
- b) In accordance with OSHA, when other engineering and work practice controls are not feasible and respirators are required, Employers must provide Employees with appropriate respirators as part of their complete written respiratory protection program, which includes medical evaluation, training and fit-testing and the proper selection of respiratory cartridges.

**Section 38.** The use of personal cell phones, ipods, radios, and electronic devices is strictly prohibited at the site of construction projects during working hours.

## **ARTICLE XII-A**

### **Additional Terms of Employment for Cement Finishers**

**Section 1.** The setting of all strips and grades in connection with the laying of cement and other plastic material flooring and the running of all bases including the setting of temporary grounds for same.

**Section 2.** The setting of all glass in rooms and sidewalk lights, whether set in cement or asphalt.

**Section 3.** The application and finishing of all cement or other plastic materials that may be used for damp or waterproofing purposes that are applied with a trowel.

**Section 4.** The finishing of coping, sills, and steps of plain concrete and the pouring and finishing of artificial stone.

**Section 5.** The pointing and patching of all steel or metal window frames that touch concrete.

**Section 6.** All types of magnesite composition flooring.

**Section 7.** The operation of all machines in connection with cement masonry.

**Section 8.** No concrete for finish to be poured unless cement masons are on the job.

**Section 9.** When working overtime after 6:30 p.m., a paid one-half (1/2) hour shall be allowed for supper.

**Section 10.** Any work done during the noon lunch period shall be paid at the rate of double time.

**Section 11.** Screeds shall be set up by the cement masons for all finish concrete.

**Section 12.** When a job calls for nine (9) men in addition to the foreman, the foreman shall not use the tools.

**Section 13.** When the condition of the poured floor is such that it has not received its final troweling at 11 p.m., the foreman may suspend the operation until the next day no earlier than 6 a.m. at which time work will resume on that same pour on a double-time basis. All cement masons working on the pour at 11 p.m. must return when work is resumed.

**Section 14.** All cement work shall be performed in a thorough workmanlike manner.

**Section 15.** Whenever chemicals are used that would tend to accelerate the natural set of concrete at any time other than between the 15th of October and the 15th of April, Cement

Finishers shall receive twenty-five cents (\$.25) more per hour. This is compensation for extra work involved to control such a composition.

**Section 16.** The contractor shall provide ventilation or blowers to remove dust whenever a Cement Finisher is required to grind in a confined area.

**Section 17.** It shall be the duty of the Foreman to start sending men to dinner no later than 1 p.m.

**Section 18.** Cement Finishers shall not be expected to work in the rain without suitable rain gear supplied by the contractor.

**Section 19.** Two (2) Cement Finishers shall work as a team at all times on the straight edge up to ten (10) feet, three (3) men up to fourteen (14) feet, four (4) men up to sixteen (16) feet and five (5) men up to twenty (20) feet. The foregoing shall not apply to mechanical screeding devices.

**Section 20.** The slump shall be controlled in accordance with the specifications.

**Section 21.** Laying out, screeding and finishing of all cement, concrete, brown stone composition, mastic and gypsum materials, also for fireproofing, waterproofing, cement and composition base and vault lights. The cutting of all cement and concrete for patching and finishing, with the exception of the preparation of a concrete surface to receive waterproofing when such surface is prepared with a double edged two (2) handed chipping hammer. The bush hammering of all concrete cast in place. The operation of the cement gun, the nozzle and the finishing of all material applied by the guns, also the operation of the cement floor finishing machines and concrete cutting machines. The Cement Mason shall have the right to use all tools as directed by the Employer.

**Section 22.** In guniting operations, the handling and control of the nozzle shall be on the same terms and conditions of employment as apply to hand applied work, except the nozzle operation shall receive a premium of twenty-five cents (\$.25) per hour above the journeyman's rate when handling a nozzle of one and one-half (1 1/2) inches or larger.

**Section 23.** The Union agrees to use any method and/or devices for application of products falling under their jurisdiction provided such method and/or devices are acceptable by the manufacturer of the cement or concrete products and the International Union of Bricklayers and Allied Craftsmen.

## **ARTICLE XII-B**

### **Additional Terms of Employment for Plasterers**

**Section 1.** All work shall be executed in a thorough workmanlike manner, all wire and metal lath shall be given a good scratch coat which shall not be browned the same day. Scratch coat shall be thoroughly set before applying brown coat.



**Section 2.** Keen's Cement and another smooth troweled finish shall be gauged by the plasterer.

**Section 3.** Keen's Cement shall not be adulterated with any gypsum product.

**Section 4.** All angles shall be straightened with a bevel edge as required.

**Section 5.** Float Sand Finishes shall be applied evenly over a brown coat, well floated and brought to an even surface.

**Section 6.** All surfaces to be plastered shall be prepared by the plasterer when such surfaces require a bonding agent.

**Section 7.** All brown coat shall be screeded, rodded, darbied and hand floated.

**Section 8.** Men who apply brown coat, mineralite or thin coat shall straighten and float it. Men who gauge finish coat shall apply it, trowel it and brush it.

**Section 9.** All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the plasterers.

**Section 10.** The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of plasterers.

**Section 11.** The casting, running, stocking, nailing, or screwing in place of plaster or composition caps and ornaments is the work of the plasterers.

**Section 12.** The bull noses shall be run in place with a mold.

**Section 13.** All cornices that can be run in place shall be run in place on the job.

**Section 14.** The making of all molds for plaster model making, finishing plaster models, preparing all models for casting and casting of same shall be the work of the plasterers.

**Section 15.** The Employer on all jobs shall furnish suitable wooden tools.

**Section 16.** All tools shall be cleaned before 4:30 p.m. All work shall be finished and left in a workmanlike manner by 4:20 p.m.

**Section 17.** No plasterer will be allowed to work in any building that is not properly heated.

**Section 18.** All scratch coat on walls and ceilings where Mosaic and Terrazzo is to be applied shall be done by plasterers with an allowance of not less than one-half (1/2) inch bed to be conceded to Mosaic Terrazzo workers.

**Section 19.** Where there are more than two (2) bathrooms on a job (to be tiled by a tilelayer), the scratch coat is the work of the plasterer.

**Section 20.** Except for fireproofing and soundproofing, all browning with machines that is to receive a finish coat must be done between screeds, the same as hand-applied.

**Section 21.** The operation, the handling and control of the nozzle and use of the plastering machine shall be the work of the plasterer on the same terms and conditions of employment as

apply to hand-applied work, except the plaster machine operator shall receive a premium of twenty-five cents (\$.25) per hour above the journeyman's rate when handling a nozzle of one and one-half (1 1/2) inches or larger.

**Section 22.** The Union agrees to use any method and/or devices for application of products falling under their jurisdiction provided such methods and/or devices are acceptable by the manufacturer of the plaster products, and the International Union of Bricklayers and Allied Craftsmen.

## **ARTICLE XIII**

### **International Masonry Institute Trust**

**Section 1.** Each Employer signatory hereto subscribes and agrees to be bound by the Agreement and Declaration of Trust of the International Masonry Institute Trust (IMI), including International Masonry Apprenticeship and Research and Development Trust, established March 14, 1981, as the successor Trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, July 22, 1970) and/or to the predecessor International Masonry Apprenticeship Trust (established under an Agreement and Declaration of Trust, November 6, 1974).

**Section 2.** Each Employer agrees to pay to said Fund the amounts set forth in Article III Wages, for each hour worked by each bricklayer and mason, including apprentices, covered by this Agreement. Payment shall be reported and paid monthly along with the other contributions as provided in this Agreement.

**Section 3.** Failure to contribute to the Fund shall be a violation of this Agreement.

## **ARTICLE XIV**

### **Equal Employment Opportunity**

The Union and the Employer agree that no Employee shall be denied employment, penalized, disciplined, or in any way disadvantaged because of age, race, religion, gender, national origin, veteran status, handicap/disability, or sexual orientation.

## **ARTICLE XV**

### **Plan of Arbitration**

**Section 1.** In case of misunderstanding between an Employee and the Employer or a dispute over the interpretation of the provisions of this Agreement, the matter shall be referred to the Employer and the President/Secretary Treasurer of the Union, and the matter shall, failing adjustment, be adjusted as hereinafter provided.

A committee shall be appointed as an Arbitration Board, to consist of no more than three (3) members from the Union and no more than three (3) members from the Association, to who will be referred any dispute arising over the interpretation of this Agreement. The Board shall meet to consider and act on the matter within three (3) days; and the decision of such Board shall be final and binding on both parties. Each party shall have equal voting power. The Board shall make its decision within seventy-two (72) hours. In the event of the failure of the Board to arrive at a solution, an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding. If an impartial umpire cannot be agreed upon within five (5) days, the American Arbitration Association shall appoint the umpire and the arbitration shall be conducted under voluntary arbitration labor rules and the decision of the umpire shall be final and binding on both parties. The Board of Arbitration or umpire shall not have the power to add to, subtract from, or modify any terms of this Agreement. The cost of arbitration shall be borne equally by both parties.

## **ARTICLE XVI**

### **Craft Jurisdiction**

It is agreed that bricklayers' work shall include, but not be limited to the following:

**Section 1. Brick Masonry.** Bricklaying masonry shall consist of the laying of bricks made from any material in, under or upon any structure or form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial buildings, rolling mills, iron works, blast or smelter furnaces, line or brick kilns; in mines or fortifications; and in all underground installation of substitutes for bricks such as: all carbon materials, Karbate Impevite or mixtures; all acid resistant material; all terra cotta and porcelain materials, except where the foregoing materials are manufactured to substitute for tile as provided for under the category of Section 9 of Article XI of the constitution; all cutting of joints; pointing, cleaning, and cutting of brick walls; fireproofing; blockarching; terra cotta cutting and setting of all tile, plaster, mineralwool, cork blocks and glass masonry, or any substitute for above materials; the laying of all pipe sewers or water mains and the filing of all joints on the same when such sewers or conduits are of any vitreous materials, burnt clay or cement, or any substitute material used for the above purpose; the cutting, rubbing, and grinding of all kinds of brick; the setting of all cut stone trimmings on brick buildings; and the preparation and erection of plastic, castables or any refractory materials is bricklayers' work.

Cleaning, grouting, pointing, and other work necessary to achieve and complete the work under the foregoing category shall be the work of the bricklayer. All waterproofing and black mastic waterproofing, silicone and/or substitute sandwiched between masonry units in the interior of the wall are recognized as masons' work.

All terra cotta called unit tile in sizes over 6 inches x 12 inches regardless of method of installation. All quarry tile over 9 inches x 9 inches x 1 1/4 inches in size, split brick or quarry tile or similar material if bedded and jointed with one operation. The bedding, jointing, and pointing of the above material shall be the work of the craft installing same.

All burnt clay extruded cellular products regardless of trade name or method of installation when used as a veneer on structures.

All clay products known as terra cotta tile, unit tile, ceramic veneer and machine made terra cotta and like materials in sizes larger than 6 inches x 12 inches, regardless of the method of installation.

Where the preponderance of material to be installed is of the above sizes, and when material of lesser sizes is to be used in connection therewith, the bricklayers shall install such materials.

Brick paving comes under bricklayers' trade classification. In addition, such other construction work in this area that has been done, as the custom and practice by members of this Union.

The setting, grouting, and dry packing of all plates and machinery shall be the work of the Bricklayers and Allied Craftsmen.

The installation of all types of wall ties and anchors that support masonry walls shall be the work of the bricklayers.

The grouting and filling of masonry units with insulation materials and rigid insulation installed in masonry walls shall be the work of the bricklayers.

Built in corner guards, bearing plates, and loose lintels shall be the work of the Bricklayers and Allied Craftsmen.

The installation, assembly, and erection of all masonry panels, whether brick, tile, natural stone, cement, utilizing a light frame, steel stud back-up system shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The cleaning, rubbing down, grinding, patching and coating with silicone or similar waterproofing material of masonry block walls shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation, pointing, cleaning and finishing of R-Brick, Pan-Brick, or other thin brick systems installed mechanically shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation, cutting, grouting, waterproofing of segmental mortarless interlocking concrete or cement block wall systems and mortarless interlocking concrete pavers shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The cutting, welding and repairing of steel and reinforcing rods related to masonry repair shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The laying, cutting, coating, insulating, reinforcing, grouting, patching, plastering and finishing with textured materials of autoclaved aerated concrete units set in mortar, thin-bed adhesive mortar, dry or with adhesives shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The hooking-on, unloading, rigging, hoisting, signaling, tagging, landing and setting of autoclaved aerated concrete panels; and the welding and/or bolting of support steel, steel clips, other parts and/or connections whether bolted or welded, and the installation of miscellaneous hardware necessary to complete the system shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The complete installation of air barrier systems, combined air barrier and vapor barrier systems, multi-component air barrier systems, vapor transfusible air barrier systems, and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the member of the International Union of Bricklayers and Allied Craftsmen.

The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray-, brush-, roller- or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives, spray-applied rubber-based adhesives, plastic compounds, sheet metal, foil-faced urethane insulation and all sealants and taping of joints in the back up system.

**BRICK MASONRY PANELS:** The fabrication and installation of brick panels or other prefabricated masonry panels including the rigging, hooking on, signaling, bolting and/or welding, the installation of all anchors and supports, and other miscellaneous hardware shall be the work of the bricklayers.

**ARTIFICIAL BRICK MASONRY:** The installation of Nailon brick or similar burnt clay units, including the cutting, fitting, nailing on, pointing, caulking, and cleaning shall be the work of the bricklayers.

The toothing of masonry units shall be the work of the bricklayers.

**CHASES, CHANNELS AND OTHER OPENINGS:** The cutting and patching of chases, channels, window and door openings or other openings in masonry walls shall be the work of the bricklayers.

**MASTIC AND FLASHING:** The application of all types of mastic, whether troweled or rolled on masonry and concrete and the installation of all types of flashing, whether installed dry or with mastic in masonry and concrete shall be the work of the bricklayers and masons.

**INSULATION:** The placement of all insulating materials, such as Zonolite, Pearlite, substitutes, or sand into masonry walls shall be the work of the bricklayers.

The pouring/handling of the nozzle of foam machines and attaching section of board-type materials shall be the work of the bricklayers.

The installation of all insulation and substitutes where cement, mastic or other plastic adhesive materials are used, when such insulation is installed in floors, walls, partitions, roofs and ceiling insulation shall be the work of the bricklayers.

The application of insulating materials over boiler walls shall be the work of the bricklayers.

**REINFORCING:** The placement of reinforcing materials, whether horizontal, vertical, or otherwise, into the cavities/voids of masonry walls or any configuration shall be the work of the bricklayers. This shall include the horizontal, vertical or otherwise placement, lapping, jointing, connecting or welding. Normal bending and/or tying shall be the work of the bricklayers.

**GROUTING:** The placing of grout into all types of masonry walls is the work of the bricklayers. The bricklayer will handle pouring of grout from a bucket or other container, and if a grout machine is used to pump this material in, the bricklayer will handle the nozzle. If any other method is used, the bricklayer shall be the person who is responsible for the final placement of the grout into the cavity/void of the masonry wall. When a vibrator is used in the grouting operation, it shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The grouting of all windows, doors and axis panels encased in masonry, whether installed when the masonry is constructed or bolted on later shall be the work of the bricklayers.

**DAMPPROOFING:** The application of all damp and waterproofing materials, sand and cement coats, other substitute cement based materials, fireproofing materials and silicones, whether troweled or rolled on all masonry, cement, precast, or concrete shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**EPOXY INJECTION WORK:** All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure, on brick, stone, precast, cement and concrete shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**CHEMICAL AND EPOXY APPLICATIONS:** The application of all chemical and epoxy coating, including plastic coatings that combine in a matrix material and artificial imitation and artistic effect shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**CLEANING METHODS:** The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the International Union of Bricklayers and Allied Craftsmen.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer or other substitute cleaning products are used, shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The sand blasting, water blasting, or other cleaning procedures used to expose aggregate or to prepare masonry to receive a new finish shall be the work of the International Union of Bricklayers and Allied Craftsmen.

Sand blasting, water blasting, or other cleaning procedure which will be performed in connection with the pointing or caulking of a building shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**MISCELLANEOUS WATERPROOFING:** The troweling application of mastic and other waterproofing materials on dry wall stud walls used to back up brick and other types of masonry veneer shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**BRICK TIES:** The installation of all types of wall ties and anchors, including the strap and tie of two-part anchoring systems, whether screwed, nailed, shot, set with epoxy, or welded, that support masonry walls shall be the work of the bricklayers.

**PAVING:** The laying, setting, bedding, pointing, grouting, steam cleaning, washing, spreading of asphalt, and the sweeping of joints with sand, cement or stone dust of all paving units made of brick, stone, cement, precast or concrete, whether such units are interlocking, laid dry or in dry pack, or mortar, sand, stone dust, asphalt, mastic, or substitutes shall be the work of the bricklayers.

The installation, cutting, grouting, waterproofing of segmental mortarless interlocking concrete or cement block wall systems and mortarless interlocking concrete pavers shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The cutting, welding and repairing of steel and reinforcing rods related to masonry repair shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The laying, cutting, coating, insulating, reinforcing, grouting, patching, plastering and finishing with textured materials of autoclaved aerated concrete units set in mortar, thin-bed adhesive mortar, dry or with adhesives shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The hooking-on, unloading, rigging, hoisting, signaling, tagging, landing and setting of autoclaved aerated concrete panels; and the welding and/or bolting of support steel, steel clips, other parts and/or connections whether bolted or welded, and the installation of miscellaneous hardware necessary to complete the system shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

**USE OF TOOLS:** The mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

### **Refractory Work**

**Section 1.** The Employer agrees to assign to Employees represented by BAC all work which has been historically or traditionally assigned to members of the International Union of Bricklayers and Allied Craftsmen, including but not limited to: dipping, setting, buttering, bedding, handing, pointing, grouting, caulking, cutting, toothing, fitting, plumbing, aligning, laying, flagging, leveling, installation of gaskets and expansion joint material, grinding, vibrating, tamping, guniting, insulation, and spraying of all refractory materials, anchoring of all refractory materials by means including bolting and welding, ceramic welding, removal and cleaning of masonry materials to be reinstalled, final sandblasting of surfaces to receive additional refractory materials, installation of chemical coating, fireproofing, and membrane materials by any method required, surface spraying of all refractory materials, and cleaning of coke oven walls, chambers and flues. Temporary bracing in coke oven repairs shall be done by Employees represented by BAC, in coordination with other trades.

Backfill and vibrating of all refractory material with electrical vibrators, air vibrators or any other methods shall be performed by the bricklayers.

Use of the nozzle when refractory materials are used in furnaces, boilers, stacks, breechings and vessels shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation by means of spaying or gun of Foamfrax Grade I and II Fiber Insulation, Isofoam Fiber Insulation or other similar types of insulating products, when installed over existing refractory linings, existing ceramic fiber linings, or steel surfaces, shall be the work of the bricklayer.

The set-up of the Foamfrax Insulation Machine and all surface preparation work, including scraping with a currie comb or equivalent apparatus, removal of glazed or loose sections with a pneumatic or electric chipping hammer, sandblasting and air blasting the surface clean, shall be the work of the bricklayer.

The installation and pumping of Cease-Fire Insulating Foam and other similar types of thermal ceramics used to reinsulate long pipe sections in underground steam lines where existing mineral wool, calcium silicate or asbestos insulation has deteriorated over time, shall be the work of the bricklayer.



The installation of all material such as plastic fire brick, gannister, pli-brico, Ram 85 or substitutes and the installation of such material such as clay blocks or bricks or any other materials or substitutes such as celocel and magnesite blocks when installed in connection with or supplemental to fire brick or fire block shall be the work of the bricklayer.

The installation of raschig rings when they are set by hand shall be the work of the bricklayer.

The installation and welding of all refractory anchors shall be the work of the bricklayer.

**USE OF TOOLS:** The mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

**Section 2. Stone Masonry.** Stone masonry shall consist of laying all rip rap, rubble work, with or without mortar, setting all cut stone, marble, slate or stone work (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings by architects, and the customarily called "stone" in the trade).

Cutting all shodies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten (10) inches in height; the dressing of all jambs, corners and ringstone that are roughly dressed upon the beds, joints, or reveals, and the cutting of joints and pointing of stone work.

This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwaters, jetties, playgrounds, parks, landscaping and curbing or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stonemasonry.

The erection, installation, plumbing, leveling, aligning, as well as the installation of all parts and hardware, and the anchoring, bolting and welding of all natural stone when natural stone is installed in precast, metal or glass curtain wall systems shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The work of the bricklayers and masons on natural stone faced steel truss panels shall include but shall not be limited to the following:

1. All welding and/or bolting of the support steel to the building structure for the stone faced steel truss panels.
2. All hooking on of the stone faced steel truss panels.
3. All signaling and tagging of the stone faced steel truss panels.
4. All rigging required for the stone faced steel truss panels.

5. All hoisting, unloading, setting and landing of the stone faced steel truss panels.
6. All final setting, including but not limited to the plumbing, leveling and aligning of the stone faced steel truss panels.
7. All temporary and final welding and/or bolting of panel-to-panel connections.
8. All temporary and final welding and/or bolting of the stone faced steel truss panel connections attached to the building structure.
9. All temporary and final welding and/or bolting of the wind bracing to the building structure of the stone faced steel truss panels.
10. The assembly, and setting up of all lifting mechanisms used to hoist or move the stone faced steel truss panels, including but not limited to hand derricks, truck and tower cranes, cherrypickers, Chicago booms, electric and manual chain falls, power buggy, monorail systems, except by licensed personnel where required.

The work of the bricklayers and masons on natural stone uni-strut systems or similar type grid systems shall include but shall not be limited to the following:

1. The installation of the stone support system, including the erection, plumbing, leveling, aligning, bolting, welding and anchoring of uni-struts or other similar type grid systems.
2. All welding of stud bolts whether by stud gun or arc welding.
3. The installation of tubular steel, clip angles and other parts and/or connections, whether bolted or welded.
4. The installation, setting, shimming, landing, and anchoring of natural stone onto uni-struts or similar type grids.
5. All final setting of natural stone, including but not limited to plumbing, leveling and aligning.
6. The installation of all miscellaneous hardware necessary to complete the system, regardless of the method of installation.

Stone masons shall have the right to use all tools that they consider necessary to achieve and complete the work under the foregoing category.

In addition, such other construction work in this area that has been done as the custom and practice by members of this Union.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The complete installation of air barrier systems, combined air barrier and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems, and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the member of the International Union of Bricklayers and Allied Craftsmen.

The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray-, brush-, roller- or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives, spray-applied rubber-based adhesives, plastic compounds, sheet metal, foil-faced urethane insulation and all sealants and taping of joints in the back up system.

**PRECAST CONCRETE:** The cutting, dry packing, bedding, setting, pointing, rubbing, patching, grouting, grinding, steam cleaning and washing of all precast concrete panels, column covers, "beams and tees" shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The cutting, setting and pointing of all concrete window mullions, steel or concrete lintels and concrete sprandel beams and all concrete prefabricated slabs shall be the work of members of the International Union of Bricklayers and Allied Craftsmen.

**NATURAL STONE PANELS:** The fabrication and installation of limestone, granite or other prefabricated natural stone panels, when mounted to steel or aluminum framing or set on steel struts shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

All rigging, hooking, signaling, bolting and/or welding, the installation of all stone supports and stone anchors, and other hardware shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The stone mason shall have sole jurisdiction over hand derricks and other such lifting devices in connection with the setting of stone.

**USE OF TOOLS:** The mason shall have the right to use all tools necessary to complete his work including but not limited to hand tools, power tools, electric and air hammers, or chipping guns.

**Section 3. Artificial Masonry.** The cutting, setting and pointing of cement blocks and all artificial stone or marble, either interior or exterior, when set by the usual custom of the stone mason and marble setter. All cement used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all material substituted for the clay or natural stone products, shall be controlled by members of the International Union of Bricklayers and Allied Craftsmen, for which the highest rate of wages shall be demanded.

All artificial masonry, the cutting, setting and pointing of all concrete prefabricated slabs, regardless of size, shall be the work of members of the International Union of Bricklayers and Allied Craftsmen, for which the regular wage scale in the jurisdiction where the work is performed shall be paid.

The erection and setting of fiberglass stone-faced wall panels, GFRC panels and units, and other lightweight artificial stone, when said operation is a direct set from the truck to the structure, including the installation of lugs and other supporting steel and hardware, the hooking on, signaling and securing, the plumbing and aligning, grouting, patching, caulking, anchoring, bolting, and welding, shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The complete installation of air barrier systems, combined air barrier and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems, and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the member of the International Union of Bricklayers and Allied Craftsmen.

The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray-, brush-, roller- or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives, spray-applied rubber-based

adhesives, plastic compounds, sheet metal, foil-faced urethane insulation and all sealants and taping of joints in the back up system.

The installation, cutting, grouting, waterproofing of segmental mortarless interlocking concrete or cement block wall systems and mortarless interlocking concrete pavers shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The cutting, welding and repairing of steel and reinforcing rods related to masonry repair shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The laying, cutting, coating, insulating, reinforcing, grouting, patching, plastering and finishing with textured materials of autoclaved aerated concrete units set in mortar, thin-bed adhesive mortar, dry or with adhesives shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The hooking-on, unloading, rigging, hoisting, signaling, tagging, landing and setting of autoclaved aerated concrete panels; and the welding and/or bolting of support steel, steel clips, other parts and/or connections whether bolted or welded, and the installation of miscellaneous hardware necessary to complete the system shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

**USE OF TOOLS:** The mason shall have the right to use all tools necessary to complete his work including but not limited to hand tools, power tools, electric and air hammers, or chipping guns.

#### **Section 4. Waterproofing and Restoration/Pointing, Cleaning, Caulking**

- a) This branch of trade shall entitle the holder of a card of membership so marked to all rights and privileges anywhere in the jurisdiction of the International Union of Bricklayers and Allied Craftsmen, providing his membership is in good standing. Pointing, caulking and cleaning of all types of masonry on brick, stone or cement structures, including all grinding and cutting out on such work and all sand blasting, steam cleaning and gunite work. The caulking of all window frames or door frames encased in masonry on brick, stone, precast or cement structures shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The pointing, cleaning and weatherproofing of all buildings, grain elevators, and chimneys built of stone, brick and concrete. It shall include all grinding and cutting out, sand blasting and gunite work in same.

The application, regardless of the method, of waterproofing coatings and cement base materials, with or without color, on new or old exterior or interior walls made of brick, block, stone, cement, concrete, precast or artificial masonry shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The rigging, hanging, erecting of all swing scaffold, including the setting and hanging of sky hooks, outriggers, counterweights, tie-backs, lifelines, guard rails, electronic motors, and other swing scaffolding equipment, shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The mixing of all caulking shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

- b) This is not to be construed as denying the right of the brick or stone masons to apply themselves at this branch of trade.

In addition, such other construction work in this area that has been done as the custom and practice by members of this Union.

The sand blasting, water blasting, or other type of cleaning and the application of all waterproofing material and fireproofing material in the interior of water tanks or chests, stacks, materials in the interior of water tanks or chests, stacks, silos, chimneys and turbines shall be the work of the bricklayer.

- c) The power cleaning of masonry, stone, concrete and precast with limestone powder, crushed glass, walnut shells, talc, baking soda and other abrasive materials shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The application of masonry, stone, precast and concrete patching systems such as: Jahn, Cathedral Stone, Sika, Thoro systems and other similar patching systems and the application of bonding agents and required solvents shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation of fire-stop caulking, security-grade caulking, other fireproofing materials and silicones, including joint preparation, priming and solvents used in connection with them, shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The blast tracking, sandblasting, hydro blasting, etching and other abrasive methods of preparing a concrete substrate. The sawing, chipping, cleaning and removal of deteriorated concrete and reinforcing rods and the patching, waterproofing and replacement of the same. All shotcrete and gunite preparation and application and the mixing of all patching material shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation of rubber and steel seismic joint systems and miscellaneous iron shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation of all types of flashing: membrane, copper-coated, sheet metal and rubber shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation of bituthene, sheet rubber and other membrane waterproofing systems on decks, plazas, tanks, fountains, flower boxes, drywall, masonry, concrete and precast shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The preparation and application of metallic waterproofing in elevator pits, water treatment plants and other applicable areas shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The making of plaster or rubber-backed plaster molds for the fabrication of specialty masonry, stone and concrete elements and the cast of these units from molds with cementious or resinous materials replicating the original elements in form, color and texture; and the installation of fiberglass, plastic gypsum, vinyl and other substitutes shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The fabrication, burning and welding of brackets, supports and anchors for replacement materials and the drilling, pinning and anchoring of masonry materials shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The toothing of brick and other masonry units and the selective demolition of masonry shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The stripping of paint by chemical or mechanical methods from masonry, concrete and precast which is to be preserved or refinished shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The operation of Man-lifts, scissors, aerial lifts and other hydraulic equipment used to install materials, whether operated mechanically or manually, shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The mixing and application of poultices and hydrosilica for cleaning stone-carved and cut, using small points, scalpels and hand-held abrasives shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The preparation and installation of carbon and glass fiber wrap fabrics and similar type materials applied wet or dry that are bonded to concrete and masonry structures and surfaces for strengthening purposes shall be the work of the member of the IU BAC.

The installation of structural plates used to reinforce concrete and masonry shall be the work of the members of the IU BAC.

The installation of metal flashing and other various interrelated metal, including the fitting, cutting, screwing, soldering, sealing, set dry or with adhesives or mastic on any surface shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The installation of construction felt building paper, whether screwed, stapled, nailed or set with adhesives or mastic onto masonry, concrete, dry-wall, glass fiber or insulation boards, wood or any other surfaces shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The complete installation of air barrier systems, combined air barrier and vapor barrier systems, multi-component air barrier systems, vapor transfusable air barrier systems, and other engineered air barrier systems designed to conserve energy consumption and provide moisture protection on buildings and structures shall be the work of the member of the International Union of Bricklayers and Allied Craftsmen.

The materials and methods shall include but shall not be limited to the following:

Sheet rubberized asphalt membranes (peel and stick), fluid applied materials (spray-, brush-, roller- or trowel-applied), spray-applied polyurethane foam, smooth surface roofing membranes, modified bituminous self-adhering membranes, modified bituminous torch grade applied membranes, urethane foam, trowel-applied rubber-based adhesives, spray-applied rubber-based adhesives, plastic compounds, sheet metal, foil-faced urethane insulation and all sealants and taping of joints in the back up system.

The caulking, cleaning and repair of metal and glass curtain wall structures, including the caulking of windows and door frames encased within such materials shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

The below-grade application of waterproofing materials to all surfaces, regardless of the method of application, shall be the work of the members of the International Union of Bricklayers and Allied Craftsmen.

**MASTIC AND FLASHING:** The application of all types of mastic, whether troweled or rolled on masonry and concrete and the installation of all types of flashing, whether installed dry or with mastic in masonry and concrete shall be the work of the bricklayer and mason.

**INSULATION:** The placement of all insulating materials, such as Zonolite, Pearlite, substitutes, or sand into masonry walls shall be the work of the bricklayer.

The pouring/handling of the nozzle of foam machines and attaching section of board-type materials shall be the work of the bricklayer.

The installation of all insulation and substitutes where cement, mastic or other plastic adhesive materials are used, when such insulation is installed in floors, walls, partitions, roofs and ceiling insulation shall be the work of the bricklayer.

The application of insulating materials over boiler walls shall be the work of the bricklayer.



**DAMPPROOFING:** The application of all damp and waterproofing materials, sand and cement coats, other substitute cement based materials, fireproofing materials and silicones, whether troweled or rolled on all masonry, cement, precast, or concrete shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**EPOXY INJECTION WORK:** All epoxy injection work, whether poured by hand, pointed or injected by machine under pressure, on brick, stone, precast, cement and concrete shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**CHEMICAL AND EPOXY APPLICATIONS:** The application of all chemical and epoxy coating, including plastic coatings that combine in a matrix material and artificial imitation and artistic effect shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**CLEANING METHODS:** The water blasting machine or similar type of cleaning machines shall be the tool of the trade and operated by the members of the International Union of Bricklayers and Allied Craftsmen.

All exterior and interior cleaning of buildings, whether brick, stone, precast, cement or concrete, regardless of whether water, detergent, acid, restorer or other substitute cleaning products are used, shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The sand blasting, water blasting, or other cleaning procedures used to expose aggregate or to prepare masonry to receive a new finish shall be the work of the International Union of Bricklayers and Allied Craftsmen.

Sand blasting, water blasting, or other cleaning procedure which will be performed in connection with the pointing or caulking of a building shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**BACKING MATERIAL:** The tuckpointing of oakum and polyurethane rope or other backing material into expansion joints between the top of all cement block walls and steel ceiling decks or steel beams or concrete beams or around the perimeters of windows, doors, or other areas to be caulked shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**MISCELLANEOUS WATERPROOFING:** The troweling application of mastic and other waterproofing materials on dry wall stud walls used to back up brick and other types of masonry veneer shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The installation of bituthene or other similar type waterproofing materials applied to dry wall stud walls used to back up masonry, or applied to CMU, concrete, or when used as a flashing material shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The complete installation of Volclay Panels and other similar types of waterproofing systems, above or below grades, shall be the work of the International Union of Bricklayers and Allied Craftsmen.

The application of all decorative membrane products, such as Neogard, 3M, Tremco and similar type products, to be used either for vehicular, pedestrian, or aesthetic value shall be the work of the International Union of Bricklayers and Allied Craftsmen.

**USE OF TOOLS:** The mason shall have the right to use all tools necessary to complete his work, including but not limited to hand tools, power tools, electric and air hammers or chipping guns.

**Section 5. Cement Masonry.** The screeding, straightening, floating, tamping, troweling, rubbing, sacking, patching, brushing, chipping, bush-hammering, stamping and grinding by hand or machine on buildings, bridges, silos, elevators, smoke stacks, sills, copings, steps, stairs, risers, landings, platforms, curbs and gutters, walls, footings, sidewalks, culverts, piers, streets, roads, alleys, roofs, tunnels, dams, viaducts, railroads, airports, water supply, irrigation, flood control drainage systems, sewer and sanitation projects, power houses, refineries, canals, aqueducts, river and harbor projects, wharves, docks, breakwaters, jetties, mass or reinforced concrete slabs and all cement, concrete, brown stone compositions, mastic and gypsum material surfaces during their erection, alteration, repair, modification, demolition, addition or improvement in whole or in part. Also, for fireproofing, waterproofing, cement and composition, base vault lights.

The finishing and washing of all concrete, composition flooring, exposed aggregate and plastic materials, including the use of color pigment where specified, whether done by brush, broom, trowel, float or any other process.

The spreading, screeding, darbying, troweling and grinding of all types of magnesium oxychloride granolithic or composition flooring and base including the preparation of the sub-floor surfaces and the application of the required bonding agents both chemical and mechanical.

The snapping of all ties and removal of cones that remain after stripping that require patching and/or waterproofing.

The plugging and/or waterproofing of tie and cone holes using cement, plastic or any other material.

The cutting of nails, wire, wall ties and the like on all surfaces that are to be patched, rubbed or finished.

The application of all curing compounds, retarders and sealers that are to be applied as a part of the finishing operation.

The laying, spreading, raking, priming and finishing of all hot or cold asphalt materials including bituminous concrete and cork asphalt surfaces when laid in buildings and yards adjacent thereto.

The rubbing, brushing or brooming, troweling, chipping of concrete surfaces that are to receive an application of waterproofing materials and also the patching, bush hammering, crandelling, washing or any other method that produces a surface or a finish on concrete.

The operation of any machine or hand tool that may be used to produce such surface or finish, including sandblasting, water and steam blasting.

The setting of all strips and grades in connection with laying of cement, mastic, resilient and other plastic flooring materials and the running of all bases including and setting of temporary grounds for same, the application and sanding of all underlayment materials.

The grinding, chipping, fills, repairs and flash patching of all concrete floors, columns, walls and ceilings, the application of epoxies and other substitute materials for concrete resurfacing patching and underlayment.

The setting of all glass that is laid or set in concrete such as those in skylights or other areas that glass is used to reflect light through a concrete slab and also the sealing of same by asphalt or other mixtures that may be used to waterproof the glass inserts.

The setting of all machinery such as engines, pumps, generators, air compressors, tanks and so forth that are set on concrete foundations also in the setting of all base plates, sole plates, treads, pipes, doorjambs, hinges, etc. that are set in cement or concrete.

The installation of all types of cement and composition flooring including cove or straight base and including the preparation and application of the required bonding agents both chemical and mechanical.

The operation of the cement gun, the nozzle and all necessary screeding, floating and the finishing of all material applied by gun and the operation of the cement floor finishing machines; also, the necessary setting of all strips, wires and templates required in the installation of gunite, solarcrete, shotcrete and similar materials.

The laying and polishing of all mastic including the application of all necessary bases and adhesive materials in connection with the work.

The setting of all curb and gutter forms, screeds, stakes, grades, grade nails, wet pads, wet screeds in construction that may be used for grading or leveling of concrete, gypsum, waylite, zoneolite, elasticell or any additive comparable to the aforementioned being used for the specific purpose of roof, deck or flooring material and all necessary rodding and striking off, brushing or brooming of all concrete or other products that may be required to produce a surface or finish, including cutting.

The following shall be understood and agreed that it represents the normal, accepted practice that the following named machines shall be construed to be the tools of the cement mason and it shall be his duty and obligation to operate said machines as such or any machine that is necessary for

the performance and completion of the work of the cement mason: manual or power-driven bush-hammers, manual or power-driven grinding machines, power-driven scoring or scarifying machines, manual or power-driven screeding machines, manual or power-driven cutting machines, power concrete sawing machines, electrically powered leveling tools, power-driven floating and troweling machines, and the operation or control of all types of vacuum mats used in drying of cement and concrete floors in preparing same for finish.

**USE OF TOOLS:** The cement mason shall have the right to use all tools necessary to complete his work including, but not limited to, hand tools, power tools, electric and air hammers or chipping guns.

**Section 6. Plastering.** The installation of exterior or interior plastering, plain and ornamental, when done with stucco, cement and lime mortars or patent materials, artificial marble work, when applied in plastic form composition work in all its branches, the covering of all walls, ceilings, soffits, piers, columns of any part of a construction of any sort when covered with any plastic material in the usual methods of plastering, whether hand or machine applied.

The casting and sticking of all ornaments of plaster or plastic compositions, the cutting and filling of cracks and patching by hand. All cornices, moldings, coves and bullnoses shall be run in place on rods and white mortar screeds and with a regular mold, and all substitutes of any kind, when applied in plastic form with a trowel or substitute for same.

All material and sealant used for fireproofing, including application by spraying.

All precast plaster and prefab plastering work done in shops will be performed by the Union.

The application and preparation of veneer and acoustic plaster and special finish materials.

The operation, the handling and control of the nozzle and use of the plastering machine.

The installation of Drivit, Sto or similar type products installed and used in the same fashion, including all products used for exterior wall insulation finish systems, such as E.I.F.S. and other similar systems, including the use of a power nozzle.

All fiber materials, which are blown onto wire lath, concrete, steel or any other base for the purpose of insulating or fireproofing.

All acoustic blocks, cork blocks, fiberglass board, foam glass Styrofoam or any other patent board when stuck with any plastic material.

The preparation, insulation and repair of all interior and exterior insulation systems, including but not limited to, outsulation, ultra-lation, lead abatement, encapsulation and fireproofing of all steel beams, columns, metal desks and vessels.

The installation, screwing, handling and welding of Drivit panels or similar type panels shall be the work of the plasterer and/or mason.

All work or processes that represent technological change, replacement, modification or substitution for the work described above.

The taping of blue board, cementious board, level five sheet rock and other surfaces to be plastered, with dura-bond, paper tape, meshed tape and other similar material shall be the work of the plasterer.

The installation of rigid board insulation and other similar backing material used for exterior wall insulation finish systems shall be the work of the plasterer.

**USE OF TOOLS:** The plasterer shall have the right to use all tools necessary to complete his/her work, including but not limited to, hand tools, power tools, electric and air hammers or chipping guns.

## **ARTICLE XVII**

### **Mason Contractors Association of Massachusetts Construction Advancement Program**

**Section 1.** Each Employer subscribes to and agrees to pay the amount shown in Article III, Wages for each hour worked under this Agreement to the Mason Contractors Association of Massachusetts Construction Advancement Fund.

**Section 2.** Each Employer shall pay to the Fund the amount set forth in Article III, Wages for each hour worked by each of its Employees covered by this Agreement. An overtime hour for this purpose shall be considered a single hour.

**Section 3.** The Fund will be used by the MCAM for the following express purposes: (a) Manpower recruitment and training; (b) Education; (c) Safety and Accident Prevention; (d) Public Relations; (e) Equal Employment; (f) Intra-Industry Relations, (g) Market Development; (h) Market Research; (i) Information services; within the construction industry for the mutual benefit of Employers and their Employees.

**Section 4.** The Fund shall not be used for any of the following expressly prohibited purposes: (a) Lobbying in support of anti-Union legislation; (b) Supporting litigation before a court of any administrative body against the Union or any of its agents; (c) Subsidizing contractors during a period or periods of work stoppages or strikes.

**Section 5.** As a part of the administration of the Fund, there shall be an annual audit of the Fund by an independent certified public accountant. A copy of the audit shall be made available to all parties signatory hereto.

**Section 6.** In the event that the Union has reasonable cause to believe that the Fund is being used for any of the purposes prohibited by Section 4, the dispute shall be subject to the arbitration provisions of this Agreement.

**Section 7.** The Employer, Association and Trustees shall indemnify and hold harmless the Union from any claims or actions arising under this Article, including the furnishing of counsel to defend against such claims and actions.

## **ARTICLE XVIII**

### **Expiration**

**Section 1.** This Agreement will expire August 31, 2017, but if neither party to this Agreement gives notice in writing to the other party on or before July 1, 2017 that it desires a change after September 1, 2017, then this Agreement will continue in effect until September 1, 2018 and so on each year thereafter unless on or before July 1 of each year thereafter a notice is given by either party. The parties to this Agreement jointly agree, pursuant to the above provisions of this Article XVIII to participate in joint negotiations for the successor Collective Bargaining Agreement.

This Agreement shall be binding upon each Employer, its successors and assigns.

**Section 2.** The Employer and the Union will bargain in good faith with respect to renewal or extension of the current or any subsequent Collective Bargaining Agreement.

**Section 3. Bargaining Recognition.** This Agreement shall certify that each Employer has satisfied itself or had an opportunity to satisfy itself that the Union, in accordance with Section 9(a) of the National Labor Relations Act, represents a majority of its Employees employed under this Agreement and, therefore, is the exclusive bargaining representative for and on behalf of all Employees employed by such Employer or Contractor wherever and whenever employed during the term of this Agreement, except supervisory Employees and other Employees excluded under the provisions of the National Labor Relations Act as amended.

Each Employer signatory to this Agreement, individually or through membership in a multi-employer bargaining unit, waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation, or repudiation.

**ARTICLE XIX**

**AGREEMENT BETWEEN BRICKLAYERS AND ALLIED CRAFTSMEN**  
**CENTRAL MASSACHUSETTS WORCESTER CHAPTER AREA**

**AND**

**THE MASON CONTRACTORS' ASSOCIATION OF MASSACHUSETTS, INC.**

**Tile - Marble - Terrazzo Mechanics**

1. This addendum shall be applicable only in Worcester Chapter, which encompasses the following cities and towns:

Worcester Chapter: Auburn, Barre, Blackstone, Berlin, Bolton, Boylston, the Brookfields, Charlton, Clinton, Douglas, Dudley, Grafton, Hardwick, Holden, Leicester, Mendon, Millbury, Millville, New Braintree, Northboro, Northbridge, Oakham, Oxford, Paxton, Rutland, Shrewsbury, Southbridge, Spencer, Sturbridge, Sutton, Upton, Uxbridge, Webster, Westboro, West Boylston and Worcester.

2. Wages and Fringe Benefit Contributions

The hourly rate of wages and fringe benefit contributions to be paid by each Employer to all Employees - Marble Masons, Tile Layers, and Terrazzo Mechanics shall be:

Effec. Date	Total Pkg.	Wages	H/W	P	IPF	AF	ATF	IMI AT	IMI	MCAM	MIEF
8/1/12	\$76.91	\$47.41	\$10.18	\$10.06	\$1.73	\$5.46	\$0.37	\$0.17	\$1.43	\$0.10	--
2/1/13	\$77.51	\$47.99	\$10.18	\$10.06	\$1.73	\$5.46	\$0.37	\$0.17	\$1.45	\$0.10	--
8/1/13	\$78.48	\$48.89	\$10.18	\$10.06	\$1.80	\$5.46	\$0.37	\$0.17	\$1.45	\$0.10	--
2/1/14	\$79.06	\$49.45	\$10.18	\$10.06	\$1.80	\$5.46	\$0.37	\$0.17	\$1.47	\$0.10	--
8/1/14	\$80.03	\$50.35	\$10.18	\$10.06	\$1.87	\$5.46	\$0.37	\$0.17	\$1.47	\$0.10	--
2/1/15	\$80.61	\$50.91	\$10.18	\$10.06	\$1.87	\$5.46	\$0.37	\$0.17	\$1.49	\$0.10	--
8/1/15	\$81.58	\$51.81	\$10.18	\$10.06	\$1.94	\$5.46	\$0.37	\$0.17	\$1.49	\$0.10	--
2/1/16	\$82.16	\$52.38	\$10.18	\$10.06	\$1.94	\$5.46	\$0.37	\$0.17	\$1.50	\$0.10	--
8/1/16	\$83.14	\$53.28	\$10.18	\$10.06	\$2.02	\$5.46	\$0.37	\$0.17	\$1.50	\$0.10	--
2/1/17	\$83.71	\$53.85	\$10.18	\$10.06	\$2.02	\$5.46	\$0.37	\$0.17	\$1.50	\$0.10	--

3. Deducted from net wages after taxes in all Chapters – D, BACPAC, IUD

D - Local Union Dues Deduction  
BAC/PAC - \$.01 per hour – BAC Political Action Committee  
IUD - International Union Dues Deduction

#### 4. Definitions of abbreviations used:

H/W -	Health and Welfare Fund
P -	Local Pension Fund
IPF -	International Pension Fund
AF -	Annuity Fund
ATF -	BAC Local 3 Apprenticeship and Training Fund
IMI/AT -	International Masonry Institute Apprentice Training Fund
IMI -	International Masonry Institute Industry Marketing & Promotion Fund
MCAM -	Mason Contractors Construction Advancement Program
MIEF -	Masonry Industry Equality Fund

#### 5. Craft Jurisdiction

##### **Marble Masonry**

This agreement pertains only to the erection or installation of interior marble structural glass, slate or stone work, both natural and artificial (meaning by stone, any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architects and customarily called "stone" in the trade) in any public or private building, anywhere within the territory of the United States or Dominion of Canada, for the members or affiliated members, of the Party of the first Part. Also, such work that has been done as the custom and practice in this area.

Marble Masonry shall also consist of, but not be limited to, the following work procedures and installation of the following materials:

- a. The carving, cutting and setting of all marble, slate, including the slate blackboards, stone albereen carrara, sanionyz, vitrolite and similar opaque glass, scagliola, marbleithic, and all artifical, imitation or cast marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative and other purposes inside of buildings of every description wherever required, including all polished, honed or sand finish; also the cutting and fitting of above materials after they leave mills or shops, as well as, all accessories in connection with such work, and the laying of all marble tile, slate tile, and terrazzo tile.
- b. All counters and lavatories constructed to vitrolite or carrara glass when used in mural decorations on buildings in place of marble or other decorations on buildings in place of marble or other stone or used in conjunction with marble or other stone as panels on counters
- c. The setting of all cultured marble vanity tops.



- d. The securing of marble, stone, or structural glass with rosettes, moldings, toggle bolts or screws, bolting and/or welding.
- e. The setting, cutting, bolting and/or welding of steel struts used to anchor marble or stone.
- f. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by marble masons, the marble masons shall perform the drilling of all dowel holes. All anchor holes cut or drilled into marble, granite, slate and stone shall be performed by the marble masons regardless of the thickness of the material, such assignments to be consistent with trade practice.
- g. When marble is taken down to be reset and used again and is cleaned or cut in the process, the work shall be performed by the marble mason, such assignments to be consistent with trade practice.
- h. The installation of metal track systems used to anchor manufactured stone and natural stone units when installed into a metal track system.
- i. The installation of thin natural stone lightweight units mounted on a honeycomb backing whether set with adhesives or mechanically fastened.
- j. The setting of manufactured stone panels and natural thin stone panels, including but not limited to the installation of all anchors, steel and other hardware necessary to complete the work.

#### **Mosaic and Terrazzo Work**

- a. This agreement pertains to the setting or installation of all classes of Terrazzo and Mosaic, whether for interior or exterior purposes (except the setting of pre-cast terrazzo or mosaic controlled and awarded by the International Union of Bricklayers and Allied Craftsmen to other branches of the International Union of Bricklayers and Allied Craftsmen), this work to apply in any public or private buildings anywhere within the territory of the United States or the Dominion of Canada, for the members of the Party of the First Part. This article is unchangeable during the life of this agreement.
- b. It shall be understood that the word "Terrazzo" refers to a kind of aggregate, whether crushed or manufactured and then crushed, regardless of the material it is made of or the name that it may be called, and then mixed with cement or any other building material in the right proportions in the regular way at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, window stools, and aprons, toilets, bath and shower partitions, mullion caps, cornices, etc. and all places where terrazzo may be used to form a finished surface for practical use, sanitary finish, or decorative purposes when installed by the usual terrazzo or mosaic methods. NOTE: This classification does not, however, grant to the Mosaic and Terrazzo workers or the Contractor the right to install or set pre-cast terrazzo or mosaic, unless the branch or

branches of the International Union of Bricklayers and Allied Craftsmen controlling same are employed, or those awarded same through the International Union of Bricklayers and Allied Craftsmen by past decisions of the Executive Board or convention.

- c. Also, it shall be understood that the word "Mosaic" refers to all kinds of mosaics made or marble, stone, venetian enamel type, or colored glass whether mounted on paper or set loose (by hand) at the building, laid or installed to form a finish for any exposed surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where mosaic may be used to form a finished surface for practical uses, sanitary finish, or decorative purposes when installed by the usual terrazzo or mosaic methods. NOTE: The above classification does not, however, grant to the terrazzo and mosaic contractor or the terrazzo and mosaic worker the jurisdiction over that portion of glass mosaic already awarded and controlled by other branches of the International Union of Bricklayers and Allied Craftsmen.
- d. Recognizing the fact that some parts of the terrazzo and mosaic layers' work are similar to that of members of other branches holding membership in the International Union of Bricklayers and Allied Craftsmen, it is understood that the work of the terrazzo and mosaic layers covers the following:
  - 1) The laying of all terrazzo and mosaic where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, fascia, newell soffits, window stools and aprons, etc., also to prepare and set all concrete, cement, temporary grounds where projection in terrazzo occurs, or other foundations or material that may be required to properly set and complete such work; the laying or bedding of all terrazzo and mosaic with any other material required in connection with the above work; the building, shaping, forming, and constructing of all work; the imbedding or setting of all strips of metal or any other material which may be used to form joints in and for the terrazzo and mosaic work. NOTE: Except such pre-cast material controlled and awarded to other branches of the International Union of Bricklayers and Allied Craftsmen, and also such other work that has been done as the custom and practice in this area.
  - 2) Mosaic and Terrazzo work shall also consist of, but not be limited to, the following work procedures and installation of the following materials:
    - (a) The installation of marble, mosaic, Venetian enamel and terrazzo; the cutting and assembling of mosaics; the casting of all terrazzo in shops on jobs; all rolling of terrazzo work.
    - (b) All scratch coat on walls and ceilings where mosaic and terrazzo is to be applied shall be done by plasterers with an allowance of not less than one-half inch bed to be conceded to mosaic and terrazzo workers.

- (c) All bedding above concrete floors or walls, the preparation, cutting, laying, or setting of metal, composition of wooden strips and grounds and the laying and cutting of metal, strips, lath, or other reinforcement, where used in mosaic and terrazzo work.
- (d) All cement terrazzo, magnetsite terrazzo, Dex-O-Tex terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic used for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture composed of chips or granules or marble, granite, blue stone, enamel, mother of pearl, quartz, ceramic colored quartz and all other kinds of chips or granules when mixed with cement, rubber, neoprene, binylm magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other binding materials when used on walls, floors, ceilings, stairs, saddles or any other part of the interior or exterior of the building such as fountains, swimming pools, etc.; also all other substitutes that may take the place of terrazzo work. The terrazzo worker shall have the right to use all tools that are necessary in the performance of his work.
- (e) Cutting and assembling of art ceramic and glass mosaic comes under the jurisdiction of the mosaic worker and the setting of it shall be done by the tile layer.
- (f) The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base and troweled or rolled into the finish and then the surface ground by grinding machines shall come under the jurisdiction of the terrazzo worker. When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work shall come under the jurisdiction of the cement finisher.
- (g) The installation of seamless composition and epoxy floor and base, exposed aggregate and plastic materials, including the use of color pigment, whether done by trowel, float, brush, roller, broom or any other process, shall be the work of the terrazzo mechanics.
- (h) The application of epoxy floors, decks and base toppings, matrix and stone embedded flooring, decks and base, such as Dex-O-Tex Neotax Industrial 67, Desco Armtex 306, Duron Selbatwede, and other similar products, whether applied with a trowel, float, brush, roller, broom or any other process, shall be the work of the terrazzo mechanic.
- (i) The installation of wire mesh or other types of reinforcing, when installed in conjunction with terrazzo, seamless composition, and epoxy flooring shall be the work of the terrazzo mechanic.

- (j) The application of all primers and sealers, such as Nuklad 100 and other similar products, whether applied with a trowel, float, brush, roller, room, or any other process shall be the work of the terrazzo mechanic.
- (k) All acid washing, scarifying, etching and shot blasting of surfaces to receive terrazzo.
- (l) The moisture testing of the slab or substrate and the use of all methods and procedures for checking a floor's tolerance and installing moisture mitigation materials.
- (m) The installation of all fracture membrane materials on surfaces to receive terrazzo.

#### **Tile Layers' Work**

- a. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds, or window stools used in connection with any time work; also to prepare and set all concrete, cement brickwork, or other foundation or materials, that may be required to properly set and complete such work; the setting or bedding of all tiling materials forming the facing, hearth or fireplace of a mantel, or mantel complete, together with the setting of all cement bricklayers or other material required in connection with the above work; also the slabbing and fabrication of tile mantels, counters, and tile panels of every description and the erection and installation of same. The building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel, hearth, facing, or not, and the setting and preparing of all material such as cement, plaster, mortar, brickwork, iron work, or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be Bricklayers, Marble Setters, or Stonemasons work respectively.
- b. It will be understood that the work "TILE" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15" x 20" x 2", except quarry tiles larger than 9" x 9" x 1-1/4", also to mixtures in tile form of cement, plastics, and metals on interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.
- c. All terra cotta called unit tile in sizes 6" x 12" or under, regardless of method of installation, quarry tile 9" x 9" x 1-1/4" or less, split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by Tilelayers, the Mechanic shall supervise the grouting and cleaning. The bedding, jointing, and pointing of the above shall be the work of the craft installing the same.

- d. All clay products known as terra cotta tile, unit tile, ceramic veneer, and machine-made terra cotta, and like materials, in sizes 6" x 12" and less regardless of the method of installation. Where preponderance of material to be installed comes within the provisions of this section and where there is also some material in excess of the sizes provided for in this section, the Tile Setter should install all such materials.

Tile layers work is also defined as:

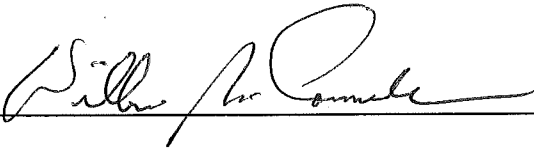
- a. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facings, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brick work, or other foundations or material that may be required to properly set and complete such work.
- b. The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.
- c. The setting of all tiles bonded with mortar, where the bed is floated, screeded, slabbed or buttered and where joints are not filled in the same operation.
- d. The setting of all tile by the adhesion method with organic and/or inorganic thin-bed bonding materials where such material is applied to the backing surface and/or the back of tile units or sheets of tile.
- e. The setting of tile as herein provided shall include the installation of accessories and the insertion of decorative tile inserts in other materials.
- f. The setting, sealing and installation of prefabricated tie systems.

"TILE" is herein defined as the following products which are not to exceed 1-1/4 inches in thickness:

- a. All burned clay products, as used in the tile industry, either glazed or unglazed.
- b. All composition materials, marble tiles as defined in and to the extent permitted by the August 29, 1936, Walter V. Price Decision, glass mosaics and all substitute materials for tile made in tile-like units.
- c. All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

- d. It is agreed that the installation of Mammoth tile shall be the work of the Tilelayer.
  - e. All bathrooms, vestibules and small halls in private residences that are to receive tile shall be plastered by the Tilelayer.
  - f. The cutting and setting of "Fritz Tile and Terrazzo" units when applied with mastic, cement coat or other substitutes shall be the work of the Tilelayer.
  - g. The installation of wire mesh or other types of reinforcing set in mortar or dry pack bed that will receive tile or paving units shall be the work of the Tilelayer.
  - h. The application of waterproofing materials by whatever means and methods on all surfaces to receive tile.
  - i. The installation of all fracture membrane materials on surfaces to receive tile.
  - j. The installation of metal wall panels or other materials designed to accept the installation of thin brick and other masonry units.
  - k. The setting of metal tile and glass tile and any other substitute material installed in the conventional tile method.
4. All the terms and conditions specified in the Local 3 Central Massachusetts Bricklayers and Allied Craftsmen Agreement shall apply to all Tile, Marble and Terrazzo Employers and Employees.

**MASON CONTRACTORS ASSOCIATION  
OF MASSACHUSETTS, INC.**



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**BRICKLAYERS AND ALLIED  
CRAFTSMEN LOCAL 3**



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## MEMORANDUM OF UNDERSTANDING

### Special Construction Provisions

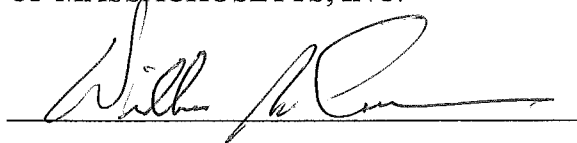
The parties recognize the need for their competition on all construction work performed by contractors to assure community standards as provided for in this Collective Bargaining Agreement.

Therefore, no later than five (5) days of the bid date for any job that comes within the above category or during negotiations for a job, the Employer or Association may request a pre-bid conference for the purpose of analyzing any difficulties which he may have bidding said job. The request shall be diverted to the President/Secretary-Treasurer of the Union. In the event an Agreement is reached the terms will be reduced to writing and reasonable efforts will be made to advise the Signatory Employer Association of the Agreement, including other Signatory Contractors who are bidding on the job that the Union is aware of.

The Union recognizes the threat of unfair competition and the threat from others on its craft jurisdiction. The Union will do all that is possible to promote a Union Employer, including holding pre-bid and/or pre-job conferences on an individual project basis, to mutually agree on ways to enable the Employer to be more competitive against unfair competition.

It is expressly understood that no modification or deviation may be made from the existing Collective Bargaining Agreement except by mutual agreement of the parties. It is further understood that no matter arising hereunder shall be subject to arbitration. It is the intent of the parties that this procedure will be utilized where circumstances warrant and that the Employer will not abuse this procedure.

MASON CONTRACTORS ASSOCIATION  
OF MASSACHUSETTS, INC.



BRICKLAYERS AND ALLIED  
CRAFTSMEN LOCAL 3



## **SCHEDULE A**

### **MASON CONTRACTORS ASSOCIATION OF MASSACHUSETTS (MCAM) MEMBERS SIGNATORY TO THE CENTRAL MASSACHUSETTS BRICKLAYERS AGREEMENT**

Architectural Paving and Stone, Inc.  
Chapman Waterproofing Company  
Commercial Masonry Corporation  
Contracting Specialist, Inc.  
D. P. Masonry, Inc.  
Empire Masonry Corporation  
Folan Waterproofing and Construction Co., Inc.  
Grande Masonry, LLC.  
Phoenix Bay State Construction Co., Inc.  
Pizzotti Brothers, Inc.  
P. J. Spillane Co., Inc.  
Salvucci Masonry Co., Inc.  
Spino Bros., Inc.  
The Waterproofing Company